

AGENDA
REGULAR MEETING OF COUNCIL
October 21, 2019
6:00 PM

1. ROLL CALL
2. READING OF MINUTES
3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES
- 3.A TAX ASSESSOR'S RESULTS REPORTS FOR HEARING DATES HELD SEPTEMBER 25 , SEPTEMBER 26, OCTOBER 2 AND OCTOBER 9, 2019.

[Tax Assessor's Results Reports for 9-25; 9-26 & 10-2; 10-9-19.pdf](#)

- 3.B MINUTES OF THE REGULAR MEETING OF THE MEMBERS OF SCRANTON HOUSING AUTHORITY HELD SEPTEMBER 9, 2019.

[Scranton Housing Authority Meeting Minutes 9-9-19.pdf](#)

- 3.C TAX ASSESSOR'S REPORT FOR HEARING DATE TO BE HELD OCTOBER 30, 2019.

[Tax Assessor's Report for 10-30-19.pdf](#)

- 3.D CONTROLLER'S REPORT FOR MONTH ENDING SEPTEMBER 30, 2019.

[Controller's Report 09-30-19.pdf](#)

- 3.E MINUTES OF THE SCRANTON FIREFIGHTERS PENSION COMMISSION MEETING HELD SEPTEMBER 18, 2019.
[Scranton Firefighters Pension Commission Meeting 09-18-19.pdf](#)
- 3.F MINUTES OF THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD SEPTEMBER 18, 2019.
[Non-Uniform Municipal Pension Board Minutes 09-18-19.pdf](#)
- 3.G MINUTES OF THE SCRANTON POLICE PENSION COMMISSION MEETING HELD SEPTEMBER 18, 2019.
[Scranton Police Pension Commission Meeting 09-18-19.pdf](#)
- 3.H MINUTES OF THE COMPOSITE PENSION BOARD MEETING HELD SEPTEMBER 18, 2019.
[Composite Pension Board Minutes 9-18-19.pdf](#)
- 3.I AGENDA FOR THE NON-UNIFORM MUNICIPAL PENSION BOARD MEETING HELD OCTOBER 16, 2019.
[Agenda for Non-Uniform Municipal Pension Board 10-16-19.pdf](#)
- 3.J MINUTES OF THE REGULAR MEETING OF SCRANTON REDEVELOPMENT AUTHORITY HELD SEPTEMBER 13, 2019.

[Scranton Redevelopment Authority Minutes 9-13-19.pdf](#)
- 3.K CHECK RECEIVED IN THE AMOUNT OF \$500.00 FROM HARRISON HOUSE PERSONAL CARE HOME, WHICH IS PAYMENT IN LIEU OF TAXES FOR THE CITY OF SCRANTON.

[PILOT Harrison House Personal Care Home 10-16-19.pdf](#)

4. CITIZENS PARTICIPATION

5. INTRODUCTION OF ORDINANCES, RESOLUTIONS, APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS & COMMISSIONS MOTIONS & REPORTS OF COMMITTEES

- 5.A MOTIONS.

- 5.B FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH FOX ROTHSCHILD LLP TO PROVIDE LEGAL SERVICES TO THE CITY OF SCRANTON IN THE REFUSE CLASS ACTION LITIGATION.

[Resolution-2019 Contract with Fox Rothschild LLP to Settle Refuse Class Action Litigation.pdf](#)

- 5.C FOR INTRODUCTION - A RESOLUTION - AUTHORIZING APPOINTMENT OF GLYNIS JOHNS, 801 TOWNHOUSE BOULEVARD, SCRANTON, PENNSYLVANIA, 18508 TO SERVE AS A MEMBER OF THE SCRANTON PUBLIC LIBRARY AUTHORITY EFFECTIVE OCTOBER 1, 2019. MS. JOHNS IS BEING APPOINTED TO A FIVE (5) YEAR TERM WHICH WILL EXPIRE ON OCTOBER 1, 2024.

[Resolution-2019 Appt. Glynis Johns to Scranton Public Library Authority.pdf](#)

- 5.D FOR INTRODUCTION - A RESOLUTION - AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ("PENNDOT") APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR TRAFFIC SIGNAL PERMIT NO. 40040 7TH AVENUE/PROVIDENCE ROAD (SR3029) AND OLIVE STREET/MUNCHAK WAY AND OLIVE PLAZA FOR MODIFICATIONS TO ACCOMMODATE NEW CINGULAR WIRELESS D/B/A/ AT&T MOBILITY SMALL CELL SITES PROJECT, INCLUDING MAST ARM REPLACEMENT.

[Resolution-2019 PennDOT app to Accomodate New Cingular Wireless.pdf](#)

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

- 6.A READING BY TITLE - FILE OF THE COUNCIL NO. 75, 2019 - AN ORDINANCE - ESTABLISHING PERMIT PARKING ON THE EVEN SIDE OF THE 900 BLOCK OF JEFFERSON AVENUE.

[Ordinance-2019 Permit Parking Even Side 900 blk Jefferson Avenue.pdf](#)

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

- 7.A FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION - RESOLUTION NO. 167, 2019 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH BARRY ISETT & ASSOCIATES, INC. FOR THE CITY OF SCRANTON LICENSES AND PERMITS DEPARTMENT SERVICE ASSESSMENT.

[Resolution-2019 Contract with Barry Isett for LIPS Service Assessment.pdf](#)

8. ADJOURNMENT

TAX ASSESSOR'S REPORT

Hearing Date: 09/25/19

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value
10:00 AM	WOEHRLE CASEY ANN	MADISON TWP	1900402000704		49000
10:10 AM	RENZI MATTHEW J & KELSEY L	OLD FORGE	17519070024		43300
10:20 AM	FARNHAM DANIEL B & LYNN A	SOUTH ABINGTON TWP	11201020026	ROBERT SHEILS	15000
10:25 AM	TAYLOR DEV LLC	TAYLOR	15514050038	ROBERT SHEILS	19000
10:35 AM	APOSTOLICO FRANK E	SOUTH ABINGTON TWP	1110201003720		21000
10:45 AM	TARAPCHAK CAROLEE M	SOUTH ABINGTON TWP	0990202000281	KEVIN SMITH	42300
10:55 AM	DUNLEAVY BRIAN	ARCHBALD	0940104004201		16000
11:05 AM	CALI DEAN ERNEST & CAITLIN	ROARING BROOK	1700101000173	KURT LYNOTT	10050
11:15 AM	PAGNOTTI SHANE & CANDICE	BENTON TWP	0100101000905		1000
11:25 AM	OBRIEN REBECCA	GLENBURN	0800304000710	ROB ROBINSON	18000
11:35 AM	GOLEMBESKI MICHAEL & WILLIAMS	CLARKS GREEN	09004040004		32000
11:45 AM	KORB RANDY	SCRANTON	14605050010		19500
11:50 AM	KORB SALLY A	SOUTH ABINGTON	09103020017		19500
12:00 PM	R & A LLC	SCRANTON	14605020039	GREGORY PASCALE	13000
12:00 PM	R & A LLC	JEFFERSON	15103020001	GREGORY PASCALE	20000
12:15 PM	KEICHER MICHAEL AND SUSANNE	CLIFTON TWP	23304100032		25600
1:00 PM	KOCH JEFFREY D & NARDIMAR S	DALTON	0790207000113	PATRICK LAVELLE	41500
1:10 PM	FAGAN SEAN & EILEEN	COVINGTON	22004030015		7500
1:20 PM	KASPRISKIE DYLAN	THORNHURST	2470101000601		28900
1:30 PM	KELLY JAMES P & JUDITH M	DUNMORE	13515010028		18000
1:40 PM	WEIDOW CIARA	SPRINGBROOK	20901010008		15490
1:55 PM	MILLER K R & ZAYAC K & SAMPSON K	SCRANTON	13510090006	SEAN GALLAGHER	12000
2:05 PM	BINGHAM SEAN	SCRANTON	14517040006		1950
2:15 PM	PERRY RONALD & STEPHANIE W	THROOP	1250302000136		35900

TOTAL RECORDS

24

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OCT - 7 2019

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Wednesday, October 2, 2019

(02/02) 10/04/2019 11:18:52 PM

Melissa Maguire 5709636385

TAX ASSESSOR'S REPORT

6

Hearing Date: 09/26/19

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value
10:00 AM	KENNY CLAIR & MARY ELIZABETH	SCRANTON W-13	13518030023		30000
10:10 AM	LAORANTI P & BOINO & SNYDER &	SCRANTON CITY	16706010013		3450
10:10 AM	KELLYS REALTY PARTNERSHIP	SCRANTON	16706010015		2400
10:20 AM	LONG DOUGLAS & MAZZATTA C M	SCRANTON	1560602001201		11000
10:30 AM	CASALE RAYMOND P	SCRANTON	1341903005501	GREGORY GERMAIN	18000
10:40 AM	ROONEY MARYJANE S	SCRANTON	15719040017		19000
10:50 AM	HOLMES JOHN J & BREEDA K	SCRANTON	15717030023		16000
11:00 AM	OSHEA SEAN & CHRISTINE & WRIG	SCRANTON	16620030018		17550
11:10 AM	HUGHES CHARLES R & KATHLEEN	COVINGTON TWP	2050204000137	JOSEPH HAGGERTY	40000
11:20 AM	BRISSETT C&ROBINSON N&GIBSON	CLIFTON	23302080015	STEPHEN BRESSET	31500
11:40 AM	GALENAS DONALD D	BENTON	0290201000904	ANTHONY LOMMA	25000
12:00 PM	MCALLISTER JAMES & MARIA	MAYFIELD	0740101000104		32000
12:10 PM	PARCHINSKI PETER & ANNETTE	DICKSON CITY	11319020007		30450
12:20 PM	CRAPARO AARON	FELL	03519020004	WALTER CASPER	13000
12:20 PM	CASPER WALTER F JR	CARBONDALE CITY	05505040001	WALTER CASPER	25000
12:35 PM	MUNLEY JAMES M & KATHLEEN P	SOUTH ABINGTON	0990202000279	MARK CONWAY	42300
12:35 PM	BONIEWICZ JOHN & ALICIA	DUNMORE	1470503002949	MARK CONWAY	44000
12:50 PM	JACOBY WARREN J & KELLY ANN	NEWTON TWP	1200301001501	JASON OMALLEY	53300
1:00 PM	HILLEBRAND THOMAS GREGORY &	S ABINGTON TWP	0910301003708		15000
1:10 PM	MAYBECK VICTORIA K	CLARKS SUMMIT	1000802002500		16071
1:20 PM	TAYOUN PETER P & JANE	WAVERLY TWP	0900106000511	JOSEPH COLBASSANI	37000
1:20 PM	TAYOUN PETER J	WAVERLY TWP	0900106000507	JOSEPH COLBASSANI	35000
1:40 PM	WALSH THOMAS	SCRANTON	16807010043	CHRISTOPHER SZEWC	17000
1:40 PM	TUNIS A M & ANG T VALVANO	SCRANTON	13420020065	CHRISTOPHER SZEWC	15000
1:40 PM	EVANS BRAD	WAVERLY TWP	0800105000309	CHRISTOPHER SZEWC	42000

TOTAL RECORDS 25

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OCT - 8 2019

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Monday, October 7, 2019

TAX ASSESSOR'S REPORT

Hearing Date: 10/02/19

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value
10:00 AM	BRUNDAGE R LEIGH & MARLENE J &	MOSCOW	19808010002		25000
10:10 AM	WASKO JOSEPH	SCOTT TWP	0610101000812		2200
10:15 AM	WASKO JOHN J	SCOTT TWP	06201020006		5000
10:20 AM	OSBORNE JEFFERY & JEFFERY JR	SPRINGBROOK	21103010002		19000
10:30 AM	LUCAS BRENDA R	COVINGTON	22002090851		6250
10:30 AM	LUCAS BRENDA	COVINGTON	22002090850		6150
10:40 AM	SMITH DYLAN J-GONTARSKI LEON	COVINGTON	21204030048	RAYMOND FERRARIO	2000
10:50 AM	JONES CLYDE H JR & ELIZABETH M	COVINGTON	2190204000301		30000
11:10 AM	SMEKODUB RITA	CLIFTON TWP	23304100023		24000
11:20 AM	525 QUINCY AVE LLC	SCRANTON	15721020028		25000
11:30 AM	SCANLON JAMES J	SCRANTON	13514040036		21000
11:40 AM	BARBER GERIANNE & JURACEK K M	SCRANTON	16712010014		17375
11:50 AM	EBERHARDT ERIC T & LYNN M	CLIFTON	23302040018		36000
12:00 PM	JONES RICHARD M & LEE ANN	SCRANTON	15714010042		23000
12:10 PM	SCARTELLI RALPH A & JEAN	SCRANTON	15613030013		16100
12:10 PM	SCARTELLI RALPH	SCRANTON	15606040011		19000
12:10 PM	SCARTELLI RALPH A & JEAN	SCRANTON	15617070041		10000
12:30 PM	MARPED INC	SCRANTON	13502030028	MATTHEW BARRETT	31600
12:40 PM	CONFLITTI MICHAEL A JR & JOYCE	SCRANTON	14507040013	JAMES MULLIGAN	23579
12:40 PM	CONFLETTI MICHAEL A JR & JOYCE L	SCRANTON	14514080030	JAMES MULLIGAN	8000
12:55 PM	LANGAN ELEANOR R & JAMES M JR	SCRANTON	15710030001		15000
1:05 PM	KRUPOVICH ERIC & TARA	ARCHBALD	0940102000101	JUSTIN SULLA	60000
1:05 PM	TUROCK JANE & MICHAEL J	SCRANTON	14518080001	JUSTIN SULLA	65000
1:05 PM	SIMPSON MOTOR CO INC	SCRANTON	13513010047	JUSTIN SULLA	40000
1:05 PM	WARNER SHANNON MARY & STEVE	COVINGTON TWP	2050204000114	JUSTIN SULLA	46500
1:05 PM	CHICKILLO RONALD & MARINA C	SCRANTON	16806020039	JUSTIN SULLA	25000
1:15 PM	MCGLYNN DONALD F JR & ROSE AN	SCRANTON CITY	1550802000246		25000

TOTAL RECORDS

27

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OCT - 9 2019

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Tuesday, October 8, 2019

(02/02) 10/08/2019 10:14:14 PM

Melissa Maguire 5709636385

TAX ASSESSOR'S REPORT

Hearing Date: 10/09/19

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value
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9:50 AM	ECONOMY TREE SERVICE OF NEPA	BLAKELY	10301010010		37500
10:00 AM	DRONAVALLI SRI SANDEEP BABU	ARCHBALD	09402050013	JOSEPH HAGGERTY	68000
10:10 AM	WAIBEL JOHN X & JAIME L	GREENFIELD TWP	0150303001714		39540
10:20 AM	SCARCIA LENO & LISA	CLIFTON TWP	23304120002		14880
10:20 AM	BEAR CREEK PROPERTIES INC	MOOSIC	18509020018		15200
10:20 AM	BEAR CREEK PROPERTIES INC	GREENFIELD TWP	0230404000604		9500
10:40 AM	MIGNANO BRIANNE ROSE	THORNHURST	24500010008		15000
10:50 AM	EDWARDS STEPHANIE	BENTON	0290101000101		9000
11:00 AM	HORAN THOMAS J & STACY	SCOTT TWP	0500202000302		66400
11:20 AM	GOODWIN PAUL G	SCRANTON	1341504001140		8100
11:40 AM	JOHNS DAVID & VERONICA	MOOSIC	18503010026	PAUL KELLY	31500
11:50 AM	CHIN JAMES & CHIM Y	CLIFTON TWP	23304050009		25000
11:55 AM	CARACHILO CARMINO P& ELIZABET	JERMYN	0731203000101		26250
12:00 PM	LOCO 3 LLC	CARBONDALE CITY	04570030004	TERRANA LAW PC	12000
12:00 PM	GOLDEN HOME MAINTENANCE	SCRANTON	13412040031	TERRANA LAW PC	8000
12:00 PM	GOLDEN HOME MAINTENANCE LLC	SCRANTON	15617080022	TERRANA LAW PC	5000
12:00 PM	LOCO 3 LLC	SCRANTON	14507060033	TERRANA LAW PC	8000
12:00 PM	LOCO 3 LLC	SCRANTON	15619020044	TERRANA LAW PC	18000
12:00 PM	GOLDEN HOME MAINTENANCE LLC	SCRANTON	14507060043	TERRANA LAW PC	10000
12:00 PM	GOLDEN HOME MAINTENANCE LLC	SCRANTON	14507060019	TERRANA LAW PC	2300
12:00 PM	AC HOLDINGS LLC	SCRANTON	14511020024	TERRANA LAW PC	12000
12:00 PM	CASH HOLDINGS LLC	SCRANTON	15619020049	TERRANA LAW PC	8500
12:00 PM	132B LLC	SCRANTON	15614020001	TERRANA LAW PC	10374
12:00 PM	1701 LLC	SCRANTON	13412060004	TERRANA LAW PC	9500
12:00 PM	GOLDEN HOME MAINTENANCE LLC	SCRANTON	13513020046	TERRANA LAW PC	9000
12:00 PM	ONA REALTY LLC	SCRANTON	14518010057	TERRANA LAW PC	13000
12:00 PM	LOCO 2 LLC	SCRANTON	14517020073	TERRANA LAW PC	11000
12:00 PM	PASONICK REALTY LP	SCRANTON	14518080015	TERRANA LAW PC	10000
12:00 PM	GOLDEN HOME MAINTENANCE LLC	SCRANTON	14420010005	TERRANA LAW PC	7751
TOTAL RECORDS					29

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OCT 16 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

Tuesday, October 15, 2019

(02/02) 10/15/2019 10:50:29 PM

Melissa Maguire 5709636385

MINUTES OF THE REGULAR
MEETING OF THE MEMBERS OF
SCRANTON HOUSING AUTHORITY
SEPTEMBER 9, 2019

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OCT 10 2019

OFFICE OF CITY
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The members of the Scranton Housing Authority met in a regular session at the office of the Authority in the City of Scranton, Pennsylvania, at 5:00 P.M. on September 9, 2019.

Pledge of Allegiance.

Mrs. Mary Anne Sinclair, Madame Chairman, called the meeting to order. Roll call please.

1. Roll Call.

Present

Mary Anne Sinclair
Thomas J. Galella, Jr.
Devendrabhai Dave
Mary Clare Kingsley

Absent

Terrence V. Gallagher

In addition to the board members, those in attendance were Gary P. Pelucacci, Executive Director, Karl P. Lynott, Deputy Executive Director; Boyd Hughes, Solicitor, and Ann Frye, Executive Assistant to the Executive Director.

2. Executive Session.

Mrs. Sinclair: Executive Session.

Attorney Hughes: Yes, Madame Chairman, we discussed litigation and personnel at the Executive Session.

Mrs. Sinclair: Thank you.

3.(a) Approval of the minutes of the Regular Meeting held August 5, 2019.

Mrs. Sinclair: Approval of the minutes of the regular meeting held August 5, 2019.

Ms. Kingsley: So moved.

Mr. Galella: Second.

Upon roll call, the ayes and nays were as follows:

AYES	NAYS
Mary Anne Sinclair	None
Devendabhai Dave	
Thomas J. Galella, Jr.	
Mary Clare Kingsley	

4. Treasurer's Report for the period August 1, 2019 to August 30, 2019.

Mrs. Sinclair: Treasurer's Report for the period August 1, 2019 to August 30, 2019.

Mr. Galella: This report is as of August 30, 2019. The balances in our checking accounts and Money Market accounts are \$4,806,593.27. The Section 8 NRA Fund has a balance of \$1,555.14. This savings account is required by HUD to deposit excess HAP funds not used by the Authority. The payroll account will now be listed as the bank is requiring the account to have on deposit the amount of the direct deposit funds two days prior to the disbursement of the funds. Thus, the SHA will keep at minimum at least \$75,000 on deposit in the payroll account. Investments made in Certificates of Deposits amounted to \$4,674,981.49. Petty Cash totaled \$300.00, for a grand total of \$9,483,429.90. Paid bills from August 1, 2019 to August 30, 2019 were forwarded to all board members. If there are no questions, a motion should be made for approval of this report.

Ms. Kingsley: So moved.

Mr. Dave: Second.

Upon roll call, the ayes and nays were as follows.

AYES

NAYS

Mary Anne Sinclair
 Devendebhai Dave
 Thomas J. Galella, Jr.
 Mary Clare Kingsley

None

5. Secretary's Report.

Mrs. Sinclair: Is there anything under Secretary's Report?

Mr. Pelucacci: Not that I am aware of, Madame Chairman.

6. Committee Reports.

6.(a) Chairman Report.

Mrs. Sinclair: Committee Reports, I have nothing to report at this time. Executive Director's Report.

6. (b) Executive Director Report.

Mr. Pelucacci: Yes, Madame Chairman. Under our Utility Report for the month of July, 2019 our total utility cost was \$155,582.79 and for the month of August, 2019 our total utility cost was \$182,979.09.

On our Tenant's Accounts Receivable Report, for the month of June, 2019 we had a total of 314 delinquents totaling \$169,550.69; for the month of July, 2019 we had 284 delinquents totaling \$177,459.12 and for the month of August, 2019 we had 285 delinquents totaling \$163,099.26.

On our Construction Report Madame Chairman, work is complete on the comprehensive renovation of buildings 15 and 17. We received our Occupancy Permits from the City.

Work on the abatement of hazardous materials pertaining to the demolition of building #11 at Valley View Terrace is complete and bids were received for the demolition of this

building. The awarding of the contract for the demolition of building #11 is on tonight's agenda.

Work on the new basketball court at Valley View Terrace is progressing nicely.

That is all I have, Madame Chairman.

Mrs. Sinclair: Thank you. Attorney Hughes, Solicitor's Report.

6.(c) Solicitor Report.

Attorney Hughes: The only items I have Madame Chairman, were previously discussed at the Executive Session and we have my legal opinion on the bid opening for the demolition of building 11 at Valley View Terrace.

Mrs. Sinclair: Thank you. Apartment Report.

6.(d) Apartments.

Mr. Pelucacci: Yes, Madame Chairman. Under our Public Housing Program, we have an A.C.C. of 1,244 units with 1,198 units under effective lease. Thirteen (13) vacate notices were received and Eighteen (18) apartments were accepted. There are Forty-One (41) vacant apartments in which Seventeen (17) vacant units are under modernization at Valley View Terrace. Under our Section 8 Housing Choice Voucher Program, we have an A.C.C. of 1050 units with 839 units under effective lease. Total apartments under effective lease by the Scranton Housing Authority as of August 31, 2019, are 2,042 out of an A.C.C. of 2,294.

That concludes the Apartment Report, Madame Chairman.

Mrs. Sinclair: Any unfinished business?

7. Unfinished Business.

Mr. Pelucacci: Not to my knowledge, Madame Chairman.

Mrs. Sinclair: New Business.

8. New Business.

8.(a) Bid Opening – August 27, 2019 – Demolition of Building 11 – Valley View Terrace.

Mr. Pelucacci: Yes, Madame Chairman. We had a bid opening on August 27, 2019 at 10:00 a.m. for the demolition of Building 11 at Valley View Terrace.

There were two bidders for this job. The bids to demolish Building 11 are as follows: Smart Recycling Inc. bid \$124,000.00 dollars and Brdaric Excavating Inc. bid \$149,623.00 dollars.

The bids were reviewed by our Architect/Engineer Consultant (KBA Associates) and our Solicitor. I would recommend that the Board of Commissioners award the bid to the low bidder Smart Recycling Inc. for \$124,000.00 dollars.

Ms. Kingsley: So moved.

Mr. Galella: Second.

Upon roll call, the ayes and nays were as follows.

AYES

NAYS

Mary Anne Sinclair
Devendebhai Dave
Thomas J. Galella, Jr.
Mary Clare Kingsley

None

8.(b) Resolution No. 19-11 – Approval for the Disposal of Excess Equipment.

Mr. Pelucacci: Madame Chairman, Item 8.(b) is Resolution No. 19-11 which is for the approval to dispose of excess equipment.

“Whereas, the Scranton Housing Authority on June 5, 2000 adopted an Amended Disposition Policy; and

Whereas, in accordance with said Disposition Policy equipment and/or personal policy that is worn out, obsolete or surplus to the needs of the Housing Authority excess to be disposed of, must be written off and disposed of in an efficient manner; and

Now, Therefore, Be It Resolved that the Board of Commissioners of the Scranton Housing Authority hereby approves the attached list, designated as Exhibit "A" of worn out excess equipment from the referenced developments be written off and disposed of in an efficient manner."

It would be my recommendation that the Board of Commissioners pass Resolution No. 19-11.

Mr. Dave: So moved.

Ms. Kingsley: Second.

Upon roll call, the ayes and nays were as follows.

AYES

NAYS

Mary Anne Sinclair
Devendebhai Dave
Thomas J. Galella, Jr.
Mary Clare Kingsley

None

8.(c) Resolution No. 19-12 – Approval to Adopt the Proposed Operating Budget under Contract No. P-109 for Fiscal Year Beginning October 1, 2019 and Ending September 30, 2020.

Mr. Pelucacci: Madame Chairman, Item 8.(c) is Resolution No. 19-12 requesting approval to adopt the proposed Operating Budget under Contract No. P-109 for fiscal year ending September 30, 2020.

This is for our fiscal year starting October 1, 2019 and ending September 30, 2020. The proposed Operating Budget is also broken down by Central Office Cost Center and Asset

Management Projects or AMPs. The Central Cost Center and all Amps are projected to have sufficient funds to operate for the upcoming fiscal year.

It would be my recommendation that the Board of Commissioners pass Resolution No. 19-12.

Mr. Dave: So moved.

Ms. Kingsley: Second.

Upon roll call, the ayes and nays were as follows.

AYES

NAYS

Mary Anne Sinclair
Devendebhai Dave
Thomas J. Galella, Jr.
Mary Clare Kingsley

None

Mrs. Sinclair: Personnel.

9. Personnel.

Mr. Pelucacci: Yes, Madam Chairman, under personnel, we have no resignations or retirements. There is currently no one on workers compensation. Paul Morgan is currently on long term disability.

10. Public Comment.

(No one present for Public Comment.)

11. Adjournment.

There being no further business to come before the board, the meeting was adjourned at the call of the Chair on motion made by Mr. Galella, and seconded by Mr. Dave.


Mary Clare Kingsley, Assistant Secretary

Certificate

I, Mary Clare Kingsley, hereby certify that:

1. I am the duly appointed, qualified and Assistant Secretary of the Scranton Housing Authority.

2. I am custodian of the records of said Authority.

3. The attached copy of the Minutes of the Regular Meeting of said Authority held September 9, 2019 is a true and correct copy of the original Minutes of said meeting, as approved at the meeting of said Authority on October 7, 2019 and is recorded in the Minutes of the Authority.

In Witness Whereof, I have hereunto set my hand and the corporate seal of this Authority this 7th DAY of OCTOBER, 2019.


Mary Clare Kingsley
Assistant Secretary

TAX ASSESSOR'S REPORT

Hearing Date: 10/30/19

17

Time	Name	Boro/Twp.	Pin Number	Attorney	Proposed/Current Assessed Value
10:00 AM	EAVES MARIA	SCRANTON	13505040046	KEVIN SMITH	18000
10:10 AM	BOLAND DAVID&GALBRAITH PATRI	SCRANTON	14618030003		25000
10:20 AM	SYNERGETIC PROPERTIES LLC	SCRANTON	14518050008		12000
10:20 AM	HURLEY KEVIN J & JUDITH	SCRANTON	13419050007		11251
10:20 AM	BENDEX PROPERTIES LLC	SCRANTON	12413030037		15800
10:20 AM	KAJ REAL ESTATE LLC	SCRANTON	13411020053		7350
10:40 AM	DUNAY MARTIN J & CATHERINE M	GLENBURN	08904010010	CARL POVEROMO	26500
10:50 AM	AMEIKA LEONARD & STEPHANIE	JEFFERSON TWP	1490205000158		55000
11:00 AM	WASHO JASON C & AMY	OLD FORGE	1750302000558		47500
11:10 AM	MARTINI PAUL & LINDA G	MADISON	1820401000909	DONNA DEVITA	23000
11:20 AM	SHEN MANUFACTURING COMPANY	BLAKLEY	10319LL0002	EDWIN ABRAHAMSEN	707000
11:30 AM	TAYOUN REALTY LLC	NEWTON TWP	09903020004		58500
11:40 AM	PATEL RAJEN V & DIPIKA R	MOOSIC	1850102001091		34500
11:50 AM	WILLIAMS THOMAS J & MERCURI P	MOOSIC	17604C0N03850		23000
12:00 PM	FAZIO JOSEPH & ROSE	SOUTH ABINGTON	0810204000310	JOEL WOLFF	30000
12:10 PM	CONNOR ROBERT J & ROSANNE C	RANSOM TWP	14204020002	DANIEL PENETAR	17675
12:20 PM	FARVIEW WEST LLC	CARBONDALE CITY	04513010037	JEFFREY NEPA	280000
12:20 PM	FARVIEW WEST LLC	CARBONDALE CITY	04513010036	JEFFREY NEPA	2400
12:30 PM	ROMANASKAS RYAN & KORDISH K	ARCHBALD	0940101001534		48000
12:40 PM	SCHNAITMAN SUSAN &HOYER EIC	ARCHBALD	09402040077		28000
1:00 PM	GUMBLE KEVIN D & AMANDA L	JESSUP	10418030002		35000
1:20 PM	RYAN MATTHEW & DONCSES JESSI	BENTON TWP	0380101000230		5000
1:20 PM	RYAN MATTHEW & DONCSES JESSI	BENTON TWP	0380101000229		5000
1:30 PM	KEPPICK MICHAEL & REGINA	OLD FORGE	1752003001603		26500
1:40 PM	KRAVETZ DONALD K &DIANE M	MADISON	19903010023		19950
1:50 PM	RANGE HAROLD R & JULIA E	CLIFTON TWP	23302100008	BRIAN STAHL	23200
2:00 PM	D & L REALTY	FELL TWP	04402010004	JOSEPH MCGRAW	23100
2:10 PM	NIVERT AARON JOSEPH&STACY A	SCRANTON	15706010018		26000
2:20 PM	R & A LLC	SCRANTON	14618060049	GREGORY PASCALE	14000
2:30 PM	PAOLUCCI KATHLEEN & DONAHUE	SCRANTON	13418040053		12000
TOTAL RECORDS					30

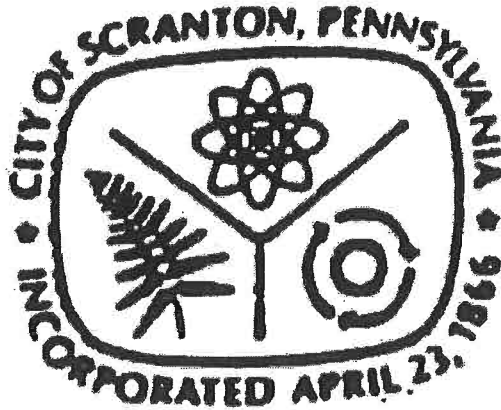
RECEIVED

OCT 15 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

Friday, October 11, 2019

CITY OF SCRANTON PENNSYLVANIA



OFFICE OF THE CITY CONTROLLER AND BUREAU OF INVESTIGATIONS

**ROSEANN NOVEMBRINO
CITY CONTROLLER**

RECEIVED

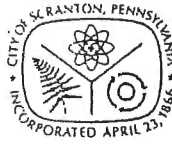
OCT 15 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

**CONTROLLER'S REPORT
FOR THE MONTH ENDING
SEPTEMBER 30, 2019**

City of Scranton
Pennsylvania

Roseann Novembrino
City Controller
Municipal Building
Scranton, Pennsylvania 18503
(570) 348-4125



*Office of the City Controller
and Bureau of Investigations*

October 15, 2019

The Honorable Mayor Wayne Evans
And
The Honorable City Council
Municipal Building
Scranton, Pa 18503

Dear Honorable Mayor and Honorable Council:

In Accordance with the Home Rule Charter of the City of Scranton; I am hereby submitting the report of the Office of the City Controller for the month of September, 2019.

The first section of this report includes a summary of the General Fund Activities for the month as well as a year to date revenue summary. The second section contains a detailed listing of the purchases in all departments for the period. Both sections are the end result of the review, authoritative approval, and audit procedures applicable to each section. This reflects the Controller's integral part of the internal control environment and the application of those independent audit techniques designed to provide improvement within the system and/or identify irregularities.

Rather than traditional audit reports which outline the results of an examination performed on a particular schedule within the calendar cycle, this department applies audit reviews on a daily, bi-weekly and monthly basis. Audit procedures were applied to the following financial applications which are an integral part of or have a direct impact on this report; all cash receipts flowing through the Treasurer's Office, all bank account reconciliations, Capital Budget reviews, Operating budget review/monthly reconciliation, payroll review and reconciliation, and voucher/requisition order review/authorization. Any item considered reportable would have been detailed later in this report (page 2).

This report is presented for your review. All figures are accurate as of this date but are subject to change due to subsequent postings by the Business Administration Department. Any such posting will be accounted for within the next monthly report from this department.

Sincerely,

Roseann Novembrino
Roseann Novembrino
City Controller

**CITY OF SCRANTON
GENERAL FUND EXPENDITURES
MONTH OF SEPTEMBER 2019**

CODE #	DEPARTMENT	EXPENDITURES
10	Mayor's Office	\$ 11,083.46
11	Public Safety	-
20	City Council	32,039.26
30	Controller	19,210.60
40	Business Administration	1,227,534.17
41	Bureau of Human Resources	16,423.89
42	Bureau of Information Technology	229,395.07
43	Treasurer	9,176.18
51	Inspections and Licenses	53,162.56
60	Law	19,161.68
71	Police	3,501,893.26
75	Traffic Maintenance	-
78	Fire	3,175,811.33
80	Public Works	357,881.29
81	Engineering	15,716.11
82	Buildings	149,870.06
83	Highways	137,664.09
84	Refuse	303,172.83
85	Garages	116,691.12
90	Single Tax Office	131,071.72
100	Parks and Recreations	182,772.45
TOTAL DEPARTMENTAL:		\$ 9,689,731.13
NON DEPARTMENTAL		
0140	Scranton Plan	\$ -
1000	Boards and Commissions	7,342.45
1100	Utilities	-
1300	Contingency	-
1500	Special Items	3,116,786.96
1600	Unpaid Bills	-
1700	Grants and Contributions	1,000.00
1900	Special Items (Non Add)	-
TOTAL NON DEPARTMENTAL:		\$ 3,125,129.41
GRAND TOTAL:		\$ 12,814,860.54

**CITY OF SCRANTON
GENERAL FUND REVENUE REPORT
FOR THE MONTH OF SEPTEMBER 2019**

CODE #	FUND SOURCE	REVENUES
300	Previous Year Balance	\$ -
301	Real Property Taxes	776,557.79
302	Landfill and Refuse Fees	332,115.23
304	Utility Tax	-
305	Non-Resident Tax	-
310	Local Taxes (Act 511)	744,755.98
319	Penalties and Interest (Delinquent Taxes)	17,978.60
320	Licenses and Permits	123,633.40
330	Fines and Forfeitures	-
331	Police Fines and Violations	25,291.77
341	Interest Earnings	10,331.05
342	Rents and Concessions	500.00
350	Inter-Government-Revenue Reimbursements	4,147,784.98
359	Local Governments (Payments in Lieu)	-
360	Departmental Earnings	19,190.00
367	Recreational Departments	2,095.50
380	Cable TV and Miscellaneous Revenue	39,922.57
392	Interfund Transfers	-
392*	Interfund Transfers (Non Add)	-
394	Tax Anticipation Loan/Note	-
TOTAL		\$ 6,240,156.87
MONTH TO DATE:		
Revenues To September 2019		\$ 87,263,347.91
Expenditures To September 2019		71,868,051.70
NET:		\$ 15,395,296.21

*Non Add

CITY OF SCRANTON
SEPTEMBER 30, 2019
GENERAL FUND REVENUE REPORT
YEAR TO DATE

CODE #	FUND SOURCE	ESTIMATED	REALIZED	UN-REALIZED
300	Previous Year Balance	\$ -	\$ -	\$ -
301	Real Property Taxes	33,520,050.63	31,374,701.46	2,145,349.17
302	Landfill and Refuse Fees	7,267,500.00	6,126,701.04	1,140,798.96
304	Utility Tax	75,000.00	-	75,000.00
305	Non-Resident Tax	520,000.00	-	520,000.00
310	Local Taxes (Act 511)	40,692,118.03	27,501,947.50	13,190,170.53
319	Penalties and Interest (Delinquent Taxes)	249,600.00	210,641.23	38,958.77
320	Licenses and Permits	1,992,004.00	1,973,825.09	18,178.91
330	Fines and Forfeitures	165,100.00	-	165,100.00
331	Police Fines and Violations	182,750.00	469,033.03	(286,283.03)
341	Interest Earnings	150,000.00	261,615.00	(111,615.00)
342	Rents and Concessions	5,000.00	4,500.00	500.00
350	Inter-Government-Revenue Reimbursements	6,659,966.00	4,339,867.05	2,320,098.95
359	Local Government (Payments in Lieu)	250,000.00	242,587.96	7,412.04
360	Departmental Earnings	267,125.00	199,045.00	68,080.00
367	Recreational Departments	45,500.00	30,595.75	14,904.25
380	Cable TV and Miscellaneous Revenues	1,119,200.00	658,593.01	460,606.99
392	Interfund Transfers	4,147,793.00	1,169,694.79	2,978,098.21
392*	Interfund Transfers SSA/SPA	-	-	-
394	Tax Anticipation Loan/Note	12,750,000.00	12,700,000.00	50,000.00
395	Unfunded Pension	-	-	-
396	Capital Budget Reimbursements	-	-	-
TOTALS		\$ 110,058,706.66	\$ 87,263,347.91	\$ 22,795,358.75

PURCHASE ORDER REPORT

MONTH ENDING SEPTEMBER 30, 2019

ACCOUNT BALANCES AS OF SEPTEMBER 30, 2019				
DEPARTMENT / ACCOUNT OFFICE OF THE MAYOR	2019 BUDGET	SEPTEMBER, 2019		ENDING BAL.
		BEGINNING BAL.	ACTIVITY	
0101000000 4270 DUES & SUBSCRIPTIONS	21,913.63	0.00		0.00
0101000000 4290 STATIONERY / OFFICE SUPPLIES	150.00	130.05		130.05
0101000000 4420 TRAVEL & LODGING	1,000.00	560.00		560.00
DEPARTMENT OF PUBLIC SAFETY				
POLICE BUREAU				
0101100071 4201 PROFESSIONAL SERVICES	40,000.00	2,754.80		
ENCUMBERED: PREVIOUS PERIOD			(3,569.00)	
ENCUMBERED: CURRENT PERIOD			1,322.00	
SSI SECURITY SYSTEMS, INC.			648.00	
AXON ENTERPRISE, INC.			2,247.00	
FOX SIGNS NEPA			570.00	
LIGHTING SERVICES, INC.			1,025.00	
				511.80
0101100071 4210 SERVICES & MAINTENANCE FEE	69,000.00	7,361.67		
ENCUMBERED: PREVIOUS PERIOD			(1,320.00)	
ENCUMBERED: CURRENT PERIOD			570.00	
FOX SIGNS NEPA			1,515.00	
POWER DMS, INC.			750.00	
SUR TEC, INC.			2,963.00	
				2,883.67
0101100071 4270 DUES & SUBSCRIPTIONS	3,150.00	(26.20)		(26.20)
0101100071 4280 MISCELLANEOUS SERVICES - NON CLASSIFIED	2,000.00	1,204.62		
REEVE'S RENT-A-JOHN, INC.			50.00	
				1,154.62
0101100071 4290 STATIONERY / OFFICE SUPPLIES	2,750.00	462.34		
SAFE KIDS			60.00	
				402.34
0101100071 4380 GUNS / AMMUNITION	30,000.00	6,410.10		
ENCUMBERED: PREVIOUS PERIOD			(21,450.00)	
ENCUMBERED: CURRENT PERIOD			21,450.00	
ZELLER'S SPORTING GOODS			5,791.00	
				619.10

DEPARTMENT / ACCOUNT		2019 BUDGET	SEPTEMBER, 2019	
		BEGINNING BAL.	ACTIVITY	ENDING BAL.
0101100071 4390	MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD MOULAGE SCIENCES PORTER LEE CORPORATION	21,000.00	4,762.60 	

DEPARTMENT / ACCOUNT	2019 BUDGET	SEPTEMBER, 2019	
		BEGINNING BAL.	ENDING BAL.
0101100078 4420 TRAVEL & LODGING	3,000.00	2,591.42	2,591.42
0101100078 4430 AIR PACK / REHAB SUPPLIES	6,000.00	5,505.43	5,505.43
0101100078 4470 TRAINING & CERTIFICATION COCHRAN, ROBERT J. HARRISBURG AREA COMMUNITY COLLEGE KOBIERECKI, DAVID NFPA WILLIAMS, JOSEPH	95,000.00	34,200.09	29.50 7,950.00 500.00 475.00 500.00
0101100078 4550 CAPITAL EXPENDITURES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD	853,000.00	76,970.65	(272,687.40) 272,687.40
0101100078 4570 MAINTENANCE COMMUNICATION EQUIPMENT	4,250.00	623.50	623.50
0101100078 4575 MAINTENANCE-EQUIPMENT	1,000.00	1,000.00	1,000.00
0101100078 4580 GENERAL EQUIPMENT 877 DESIGN DASH MEDICAL GLOVES, INC. LOWE'S REEVE'S RENT-A-JOHN, INC. SAMS CLUB/GEFC	65,000.00	15,661.55	2,405.00 437.40 1,647.00 94.50 799.00
OFFICE OF THE CITY CLERK / CITY COUNCIL			
0102000000 4201 PROFESSIONAL SERVICES EDM AMERICAS INC. KOHANSKI & CO PC MCCOOL, MARIA	59,000.00	49,649.63	270.74 10,000.00 987.00
0102000000 4210 SERVICES & MAINTENANCE FEE	15,000.00	3,600.03	3,600.03
0102000000 4230 PRINTING & BINDING LACKAWANNA PRINTING CO.	6,250.00	2,422.67	101.00
0102000000 4250 ADVERTISING SCRANTON TIMES	31,500.00	18,661.70	2,507.00
0102000000 4290 STATIONERY / OFFICE SUPPLIES GLEN SUMMIT SPRINGS WATER	500.00	253.33	11.00
			242.33

DEPARTMENT / ACCOUNT	2019 BUDGET	SEPTEMBER, 2019	
		BEGINNING BAL.	ENDING BAL.
CITY CONTROLLER			
0103000000 4201 PROFESSIONAL SERVICES	40,000.00	40,000.00	40,000.00
0103000000 4230 PRINTING AND BINDING	1,000.00	200.00	200.00
0103000000 4240 POSTAGE & FREIGHT	100.00	8.00	8.00
0103000000 4270 DUES & SUBSCRIPTIONS	700.00	481.60	481.60
0103000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	643.20	27.15
GLEN SUMMIT SPRINGS WATER			79.50
PENNA LABOR LAW			536.55
0103000000 4420 TRAVEL AND LODGING	500.00	500.00	500.00
BUSINESS ADMINISTRATION DEPARTMENT			
ADMINISTRATION			
0104000000 4201 PROFESSIONAL SERVICES	500,000.00	322,804.40	11,320.85
ARCADIS US, INC.			7,407.50
BEYER-BARBER COMPANY			195.00
IMEL, JULIE D.			550.00
JOYCE HATALA ASSOCIATES			361.28
MARICHAK, ANDREW			3,355.00
RAINEY & RAINEY CPAS			1,200.00
REILLY ASSOCIATES			5,237.50
REUTHER & BOWEN PC			1,936.41
TURNKEY TAXES			291,240.86
0104000000 4210 SERVICES & MAINTENANCE FEE	1,750.00	1,725.00	1,725.00
0104000000 4230 PRINTING & BINDING	1,500.00	1,500.00	1,500.00
0104000000 4240 POSTAGE & FREIGHT	34,000.00	3,683.65	3,800.00
POSTAGE REFILL			(116.35)
0104000000 4250 ADVERTISING	22,500.00	8,200.50	4,121.35
SCRANTON TIMES			4,079.15
0104000000 4270 DUES & SUBSCRIPTIONS	1,000.00	40.00	40.00

DEPARTMENT / ACCOUNT		2019 BUDGET	SEPTEMBER, 2019		
			BEGINNING BAL.	ACTIVITY	ENDING BAL.
0104000040 4290	STATIONERY / OFFICE SUPPLIES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD GLEN SUMMIT SPRINGS WATER PHILLIPS SUPPLY CO. RUBINSTEIN'S INC. STAPLES BUSINESS ADVANTAGE	12,750.00	2,944.28	(458.55) 528.30 16.75 1,063.50 43.99 232.41	<u>1,517.88</u>
0104000040 4390	MATERIALS / SUPPLIES (MISC)	600.00	333.22		<u>333.22</u>
0104000040 4420	TRAVEL & LODGING	2,500.00	409.35		<u>409.35</u>
0104000040 4470	TRAINING & CERTIFICATION	2,000.00	1,607.65		<u>1,607.65</u>
0104000040 4480	SELF INSURANCE COMMONWEALTH OF PENNSYLVANIA	110,000.00	104,609.00	15,543.00	<u>89,066.00</u>
0104000040 6009	OPERATING TRANSFERS - WORKERS' COMP COMMONWEALTH OF PENNSYLVANIA	3,300,718.00	1,499,218.00	100.00	<u>1,499,118.00</u>
0104000040 6024	BANK FEES AND CHARGES	11,000.00	10,910.20		<u>10,910.20</u>
HUMAN RESOURCES:					
0104000041 4201	PROFESSIONAL SERVICES CONCORDE, INC. MILLENNIUM ADMINISTRATORS WE PAY PAYROLL PROCESSING	170,000.00	74,911.96	194.58 3,078.84 4,425.25	<u>67,213.29</u>
0104000041 4290	STATIONERY / OFFICE SUPPLIES DAVIDSON, JEANNIE TORBA, DEBBIE	1,000.00	1,000.00	40.00 13.77	<u>946.23</u>
0104000041 4390	MATERIALS / SUPPLIES (MISC) DAVIDSON, JEANNIE	500.00	133.25	25.50	<u>107.75</u>
0104000041 4420	TRAVEL & LODGING	2,000.00	1,829.80		<u>1,829.80</u>
0104000041 4470	TRAINING & CERTIFICATION	5,000.00	4,624.80		<u>4,624.80</u>
0104000041 4630	LIABILITY / CASUALTY INSURANCE GALLAGHER BASSETT SERVICE	1,175,000.00	128,392.41	100.00	<u>128,292.41</u>
0104000041 6006	PERSONNEL COST ADJUSTMENT	9,500.00	3,769.93		<u>3,769.93</u>

DEPARTMENT / ACCOUNT		2019 BUDGET	SEPTEMBER, 2019		
			BEGINNING BAL	ACTIVITY	ENDING BAL.
INFORMATION TECHNOLOGY:					
0104000042 4201	PROFESSIONAL SERVICES KOVATCH FORD, INC.	150,000.00	68,718.96	284.60	68,434.36
0104000042 4210	SERVICES & MAINTENANCE FEE	100,000.00	75,467.00		75,467.00
0104000042 4270	DUES AND SUBSCRIPTIONS	500.00	500.00		500.00
0104000042 4290	STATIONARY / OFFICE SUPPLIES GLEN SUMMIT SPRINGS WATER	1,000.00	895.75	40.50	855.25
0104000042 4390	MATERIALS / SUPPLIES (MISC) ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD BUDGET TRANSFER FROM: 0104000042 4550 CDW GOVERNMENT, INC. FRIEDMAN ELECTRIC SUPPLY HAVIS, INC.	75,000.00	17,604.23	(4,326.78) 4,326.78 (866.96) 14,830.00 3,087.49 553.70	(0.00)
0104000042 4420	TRAVEL AND LODGING	1,000.00	1,000.00		1,000.00
0104000042 4440	TELEPHONE A T & T MOBILITY COMCAST FRONTIER COMMUNICATIONS SOLID ROCK IT SOLUTIONS VERIZON	200,000.00	54,124.21	16,801.26 6,661.61 7,450.43 3,095.00 668.76	19,447.15
0104000042 4470	TRAINING & CERTIFICATION	35,000.00	35,000.00		35,000.00
0104000042 4550	CAPITAL EXPENDITURES ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD BUDGET TRANSFER TO:0104000042 4390 CDW GOVERNMENT, INC.	455,000.00	57,573.92	(173,506.05) 80,093.05 866.96 104,100.00	46,019.96
0104000042 4560	EQUIPMENT MAINTENANCE / LEASES DE LAGE LANDEN FINANCIAL	94,000.00	94,000.00	60,994.80	33,005.20

DEPARTMENT / ACCOUNT		2019 BUDGET	BEGINNING BAL.	SEPTEMBER, 2019 ACTIVITY	ENDING BAL.
TREASURY:					
0104000043 4201	PROFESSIONAL SERVICES	13,000.00	13,000.00		13,000.00
0104000043 4390	MATERIALS / SUPPLIES (MISC) GLEN SUMMIT SPRINGS WATER PITNEY BOWES GLOBAL	15,000.00	8,544.27	16.75 357.00	
0104000043 6000	TAX & MISCELLANEOUS REFUNDS	5,000.00	5,000.00		5,000.00
0104000043 6001	TAX COLLECTION COMMITTEE EXPENSE	500.00	500.00		500.00
BUREAU OF LICENSES, INSPECTIONS & PERMITS LICENSE, INSPECTIONS & PERMITS:					
0105100051 4201	PROFESSIONAL SERVICES	50,000.00	32,500.00		32,500.00
0105100051 4290	STATIONERY / OFFICE SUPPLIES	500.00	500.00		500.00
0105100051 4390	MATERIALS / SUPPLIES (MISC)	500.00	500.00		500.00
0105100051 4420	TRAVEL AND LODGING	1,000.00	1,000.00		1,000.00
0105100051 4470	TRAINING & CERTIFICATION	1,000.00	1,000.00		1,000.00
0105100051 4550	CAPITAL EXPENDITURES	20,000.00	14,274.09		14,274.09
0105100051 4570	MAINTENANCE COMMUNICATION EQUIPMENT	500.00	500.00		500.00
0105100051 4590	BUILDING DEMOLITION	150,000.00	129,225.00		129,225.00

DEPARTMENT / ACCOUNT	2019 BUDGET	BEGINNING BAL	ACTIVITY	SEPTEMBER, 2019 ENDING BAL.
BUREAU OF BUILDINGS:				
0105100082 4201 PROFESSIONAL SERVICES	5,000.00	3,700.00		3,700.00
0105100082 4320 BUILDING REPAIR - SUPPLY MAINTENANCE	150,000.00	40,844.26		
AMERICAN JANITOR			1,335.47	
C & C CLEANING SERVICES			2,795.00	
CINTAS CORPORATION			866.88	
FRIEDMAN ELECTRIC SUPPLY			196.28	
GERALD SMURL			1,720.00	
J J INDUSTRIES			80.00	
J. C. EHRLICH CO.			969.00	
LAMEO & ASSOCIATES			238.00	
LOWES			84.96	
MESKO GLASS & MIRROR			241.00	
ROSSI ROOTER LLC			450.00	
TOPP COPY PRODUCTS, INC.			70.00	
TORBIK SAFE & LOCK, INC.			494.00	
URBAN ELECTRICAL CONTRACTORS, INC.			2,103.46	
VECTOR SECURITY			102.06	
				29,098.15
0105100082 4447 UGI - GAS	135,000.00	62,135.71		
DIRECT ENERGY BUSINESS			643.93	
				61,491.78
0105100082 4448 PAWC - WATER	475,000.00	227,207.28		
PENNSYLVANIA AMERICAN WATER CO.			110,432.04	
				116,775.24
0105100082 4450 ELECTRICAL	135,000.00	28,896.37		
PPL ELECTRIC UTILITIES			18,674.59	
				10,221.78
0105100082 4465 BUILDING SUPPLIES	1,000.00	1,000.00		
				1,000.00
LAW DEPARTMENT:				
0106000000 4201 PROFESSIONAL SERVICES	255,000.00	172,969.83		
				172,969.83
0106000000 4210 SERVICES AND MAINTENANCE FEE	2,000.00	2,000.00		
				2,000.00
0106000000 4270 DUES & SUBSCRIPTIONS	3,000.00	2,569.00		
				2,569.00
0106000000 4290 STATIONERY / OFFICE SUPPLIES	500.00	272.37		
				272.37

DEPARTMENT / ACCOUNT		2019 BUDGET	SEPTEMBER, 2019		
			BEGINNING BAL	ACTIVITY	ENDING BAL.
0106000000 4390 MATERIALS / SUPPLIES (MISC)		500.00	331.02		331.02
0106000000 4420 TRAVEL & LODGING		3,500.00	3,500.00		3,500.00
0106000000 4470 TRAINING & CERTIFICATION		3,500.00	3,201.00		3,201.00
DEPARTMENT OF PUBLIC WORKS					
ADMINISTRATION BUREAU:					
0108000080 4201 PROFESSIONAL SERVICES		10,000.00	9,813.40		9,813.40
0108000080 4210 SERVICES & MAINTENANCE FEE PA ONE CALL SYSTEM, INC.		2,040.00	1,030.28	74.12	956.16
0108000080 4420 TRAVEL AND LODGING		500.00	500.00		500.00
0108000080 4550 CAPITAL EXPENDITURES		10,000.00	10,000.00		10,000.00
0108000080 4570 MAINTENANCE COMMUNICATION EQUIPMENT INDUSTRIAL ELECTRONICS, INC.		16,500.00	5,460.00	1,581.32	3,878.68
0108000080 4576 MAINTENANCE SUPER FUND SIGHT DEANGELO LANDSCAPING, LLC.		13,000.00	10,300.00	900.00	9,400.00
0108000080 6007 FLOOD PROTECTION SYSTEM MAINTENANCE ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD F & S SUPPLY COMPANY, INC. KOVATCH FORD, INC. NORTH END ELECTRIC PARKER HOUSE TAVERN, INC. SWIFT FENCE CO.		1,973,900.00	1,529,543.85	(70,705.43) 158.49 307.10 70,705.43 650.00 27,191.75 14,300.00	1,486,936.51
ENGINEERING BUREAU:					
0108000081 4201 PROFESSIONAL SERVICES LABELLA ASSOCIATES		69,500.00	25,400.00	6,300.00	19,100.00
0108000081 4210 SERVICES & MAINTENANCE FEE		500.00	500.00		500.00

DEPARTMENT / ACCOUNT	2019 BUDGET	SEPTEMBER, 2019	
		BEGINNING BAL	ENDING BAL.
0108000081 4290 STATIONERY / OFFICE SUPPLIES	100.00	100.00	100.00
0108000081 4390 MATERIALS / SUPPLIES (MISC)	250.00	202.50	202.50
0108000081 4470 TRAINING & CERTIFICATION	1,000.00	910.00	910.00
HIGHWAYS BUREAU:			
0108000083 4260 RENTAL VEHICLES & EQUIPMENT	300,000.00	277,955.02	
ENCUMBERED: CURRENT PERIOD		1,574.80	
TITAN TREE SERVICE		3,750.00	272,630.22
0108000083 4340 CONSTRUCTION - PAVING MATERIAL	150,000.00	65,570.93	
KEYSTONE QUARRY, INC.		2,845.61	62,925.32
0108000083 4350 PAINT / SIGN MATERIAL	25,000.00	14,348.93	
ENCUMBERED: PREVIOUS PERIOD		(820.30)	
ENCUMBERED: CURRENT PERIOD		648.21	
SHERWIN WILLIAMS		819.59	
TWIN GREEN TRAFFIC SIGNAL		1,220.00	12,481.43
0108000083 4357 PARKS AND RECREATION SUPPLIES	37,600.00	37,600.00	37,600.00
0108000083 4390 MATERIALS / SUPPLIES (MISC)	37,500.00	9,712.39	
ENCUMBERED: PREVIOUS PERIOD		(1,163.95)	
ENCUMBERED: CURRENT PERIOD		650.27	
CENTRAL CLAY PRODUCTS		132.98	
DALEVILLE ACE HARDWARE		147.80	
PENA-PLAS COMPANY		944.75	
S & S TOOLS & SUPPLIES		97.17	8,903.37
0108000083 4410 SALT	425,000.00	92,425.18	92,425.18
0108000083 4460 STREET LIGHTING	200,000.00	73,524.52	
PPL ELECTRIC UTILITIES		15,981.70	57,542.82

DEPARTMENT / ACCOUNT		2019 BUDGET	BEGINNING BAL	SEPTEMBER, 2019 ACTIVITY	ENDING BAL.
0108000083 4466	STREET LIGHTING SERVICE / MAINTENANCE URBAN ELECTRICAL CONTRACTORS, INC.	60,000.00	5,664.83	4,574.35	1,090.48
0108000083 4467	TRAFFIC SIGNAL ELECTRICITY PPL ELECTRIC UTILITIES	90,000.00	42,667.22	6,985.32	35,681.90
0108000083 4550	CAPITAL EXPENDITURES ENCUMBERED: PREVIOUS PERIOD FIVE STAR EQUIPMENT CO., INC.	450,000.00	241,431.40	(1,350.00) 1,350.00	241,431.40
0108000083 4551	ROADWAY RESURFACING PROGRAM	875,000.00	875,000.00		875,000.00
REFUSE BUREAU:					
0108000084 4390	MATERIALS / SUPPLIES (MISC)	1,000.00	340.15		340.15
0108000084 4420	TRAVEL AND LODGING	1,000.00	948.80		948.80
0108000084 4490	LANDFILL KEYSTONE SANITARY LANDFILL	1,300,000.00	372,644.74	110,295.48	262,349.26
0108000084 4550	CAPITAL EXPENDITURES	225,000.00	229,240.00		229,240.00
0108000084 4555	RECYCLING	175,000.00	175,000.00		175,000.00
GARAGES BUREAU:					
0108000085 4220	CONTRACTED SERVICES CINTAS CORPORATION	2,500.00	1,165.00	340.39	824.61
0108000085 4301	GAS, OIL, LUBRICANTS ENCUMBERED: PREVIOUS PERIOD ENCUMBERED: CURRENT PERIOD D. G. NICHOLAS CO. LANS EXPRESS NORTH, LLC. PAPCO POWELL'S SALES & SERVICE WEX BANK	340,000.00	49,251.15	(199.95) 144.66 2,246.46 2,534.98 16,074.00 22.00 15,041.54	13,387.46

DEPARTMENT / ACCOUNT		2019 BUDGET	BEGINNING BAL	SEPTEMBER, 2019 ACTIVITY	ENDING BAL.
0108000085 4310 EQUIPMENT/VEHICLE REPAIR/MAINTENANCE		325,000.00	43,361.77		
ENCUMBERED: PREVIOUS PERIOD				(15,002.64)	
ENCUMBERED: CURRENT PERIOD				18,131.65	
A.I.T. AUTOMOTIVE				896.00	
AIR BRAKE & EQUIPMENT CO., INC.				752.09	
AMERICAN FIRE SERVICES				2,187.09	
C. G. CUSTOM TRUCKS				424.50	
CLEVELAND BROTHERS EQUIPMENT				588.66	
D. G. NICHOLAS CO.				2,069.81	
DAILEY RESOURCES				220.00	
DAVE'S AUTO IGNITION				180.00	
DENAPLES AUTO PARTS				5,913.00	
DENAPLES TOWING, INC.				801.25	
ELECTRO BATTERY				455.00	
F & S SUPPLY COMPANY, INC.				916.55	
FARGIONE AUTO SERVICE				50.00	
FIVE STAR EQUIPMENT CO., INC.				2,708.48	
HEAVY DUTY PARTS				2,790.00	
INDUSTRIAL ELECTRONICS, INC.				643.76	
JNK HYDROTEST & EXTINGUISHER SUPPLY CO.				1,772.55	
JORDAN'S TOWING				200.00	
MANCIS COLLISION REPAIR				500.00	
MARSHALL MACHINERY				3,714.93	
MEDICO INDUSTRIES				1,339.28	
PETHICK PAINT SUPPLY				4.70	
TRIPLE CITIES ACQUISITIONS, LLC				123.80	
WAYNE COUNTY FORD				1,915.27	
				<u>9,066.04</u>	
0108000085 4360 SMALL TOOLS / SHOP SUPPLIES		6,500.00	6,106.90		
ENCUMBERED: PREVIOUS PERIOD				(289.40)	
ENCUMBERED: CURRENT PERIOD				540.79	
AIR BRAKE & EQUIPMENT CO., INC.				82.74	
D. G. NICHOLAS CO.				523.85	
S & S TOOLS & SUPPLIES				19.85	
				<u>5,229.07</u>	
0108000085 4390 MATERIALS / SUPPLIES (MISC)		49,500.00	8,893.75		
ENCUMBERED: PREVIOUS PERIOD				(4,548.89)	
ENCUMBERED: CURRENT PERIOD				2,235.98	
A.I.T. AUTOMOTIVE				250.90	
C. G. CUSTOM TRUCKS				582.42	
D. G. NICHOLAS CO.				763.06	
DENAPLES AUTO PARTS				64.00	
EAGLE TRUCK EQUIPMENT, INC.				2,314.69	
FASTENAL COMPANY				408.28	
FLEET PRIDE				198.56	
NORTHEAST HYDRAULICS				611.74	
POWELL'S SALES & SERVICE				32.00	
TRIPLE CITIES ACQUISITIONS, LLC				1,317.69	
WAYNE COUNTY FORD				211.40	
				<u>4,451.92</u>	

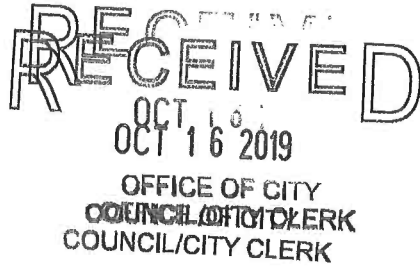
DEPARTMENT / ACCOUNT		2019 BUDGET	SEPTEMBER, 2019		
			BEGINNING BAL	ACTIVITY	ENDING BAL.
0108000085 4401	TIRES	109,500.00	58,445.97	(2,259.35) 1,120.05 7,190.00	52,395.27
ENCUMBERED: PREVIOUS PERIOD					
ENCUMBERED: CURRENT PERIOD					
KOST TIRE & AUTO SERVICE					
0108000085 4420	TRAVEL AND LODGING	500.00	500.00		500.00
0108000085 4550	CAPITAL EXPENDITURES	70,000.00	16,021.80		16,021.80
0108000085 4901	MAINTENANCE (PREVENTATIVE)	7,500.00	7,070.91	3,564.00 15.98 1,390.00	2,100.93
BRADCO SUPPLY CO.					
D. G. NICHOLAS CO.					
DENAPLES AUTO PARTS					
PARKS & RECREATION DEPARTMENT					
0110000000 4280	MISC SERVICES - NON CLASSIFIED	5,000.00	5.63		5.63
0110000000 4290	STATIONERY / OFFICE SUPPLIES	500.00	500.00		500.00
0110000000 4320	BUILDING REPAIR - SUPPLY MAINTENANCE	15,000.00	0.00		0.00
0110000000 4330	MEDICAL, CHEMICAL, LAB SUPPLIES	20,000.00	17,149.80	938.95 134.28	16,076.57
MAIN POOL & CHEMICAL CO.					
MICROBAC LABORATORIES					
0110000000 4360	SMALL TOOLS / SHOP SUPPLIES	500.00	500.00	18.05	481.95
LEE ELECTRIC SUPPLY CO., INC.					
0110000000 4370	PARKS & RECREATION SUPPLIES	11,000.00	6,912.87	(253.40) 56.94 21.85 297.00 301.00 194.99 4,265.33 58.85 60.00 135.00 550.00 244.44 422.42 558.45	0.00
BUDGET TRANSFER FROM:1000000000 4370					
ARDAN, TODD					
BRENNAN, LOUISE					
CINTAS FAS LOCKBOX 636525					
CORKY'S GARDEN CENTER LLC					
D. G. NICHOLAS CO.					
F & S SUPPLY COMPANY, INC.					
GALLAGHER, KRISTI					
KELLEHER BATTERY					
KEYSTONE CONTAINER SERVICE INC.					
NEPA PEST CONTROL					
REEVES RENT-A-JOHN, INC.					
S & S TOOLS & SUPPLIES					
URBAN ELECTRICAL CONTRACTORS, INC.					

DEPARTMENT / ACCOUNT		2019 BUDGET	SEPTEMBER, 2019		
			BEGINNING BAL	ACTIVITY	ENDING BAL.
0110000000	4420 TRAVEL AND LODGING BUDGET TRANSFER TO:1000000000 4420	750.00	270.94	253.40	17.54
0110000000	4530 PERFORMING ARTS	20,000.00	4,625.00		4,625.00
0110000000	4540 SPRING / SUMMER PROGRAMS	3,000.00	1,306.00		1,306.00
0110000000	4550 CAPITAL EXPENDITURES CHILEWSKI ENTERPRISES SWIFT FENCE CO.	875,000.00	402,871.10	126,266.15 375.00	276,229.95
NON-DEPARTMENTAL EXPENDITURES					
0140110030	4299 ZONING BOARD PENETAR, DANIEL PLEVYAK, MARY M. SCRANTON TIMES	25,000.00	8,761.45	2,297.50 284.65 760.30	5,419.00
0140110060	4299 EVERHART MUSEUM	29,000.00	0.02		0.02
0140110075	4299 SCRANTON PLAN	150,000.00	0.00		0.00
0140110080	4299 SCRANTON TOMORROW	225,000.00	0.00		0.00
0140110110	4299 SHADE TREE COMMISSION NORTHERN TREE EXPERT CO.	200,000.00	19,758.02	4,000.00	15,758.02
0140110120	4299 ST. CATS AND DOGS	10,000.00	2,020.00		2,020.00
0140110130	4299 MAYOR'S 504 TASK FORCE	1,000.00	1,000.00		1,000.00
0140110140	4299 CIVIL SERVICE COMMISSION	25,000.00	1,735.50		1,735.50
0140110150	4299 HUMAN RELATIONS COMMISSION	1,000.00	1,000.00		1,000.00
0140110155	4299 LHVA TRAIL MAINTENANCE	24,000.00	13,500.00		13,500.00

DEPARTMENT / ACCOUNT	2019 BUDGET	SEPTEMBER, 2019	
		BEGINNING BAL	ENDING BAL.
0140115230 4299 TAN SERIES	12,750,000.00	4,174,074.90	4,174,074.90
0140115240 4299 TAN SERIES INTEREST	465,375.00	465,375.00	465,375.00
0140115310 4299 OPER TSF TO DBT SVC - STREET LIGHTING	525,000.00	100,000.00	100,000.00
0140115320 4299 OPER TSF TO DBT SVC - GUARANTEED ENERGY SAVINGS	144,997.96	36,249.49	36,249.49
0140115324 4299 OPER TSF TO DBT SVC - FDM REVOLVING AID LN	100,000.00	0.00	0.00
0140115328 4299 OPER TSF 2016 REDEVELOPMENT AUTH SERIES AA	883,725.00	734,362.50	734,362.50
0140115329 4299 OPER TSF TO DBT SVC - LEASE OF REFUSE PACKERS	218,147.96	0.00	0.00
0140115330 4299 OPER TSF TO DBT SVC - LEASE OF KME ENGINE	49,849.00	0.00	0.00
0140115331 4299 OPER TSF TO DBT SVC - 2019 GO BONDS BLDG	1,000.00	1,000.00	1,000.00
0140115332 4299 OPER TSF TO DBT SVC - SERIES 2017 GENERAL OBLIGATION REFUNDING	3,231,000.00	2,665,500.00	2,665,500.00
0140115333 4299 OPER TSF TO DBT SVC - 2018 TAXABLE SERIES	1,208,252.22	695,664.43	695,664.43
0140115334 4299 OPER TSF TO DBT SVC - LEASE OF JOHN DEERE WHEEL LOADER DEERE CREDIT, INC.	25,851.02	25,851.02	25,851.02
0140115335 4299 OPER TSF TO DBT SVC - LEASE OF LAW ENFORCEMENT MGMT SYSTEM	219,557.60	219,557.60	219,557.60
0140115337 4299 OPER TSF TO DBT SVC - ESCO LEASE BUILDING	100,000.00	100,000.00	100,000.00

DEPARTMENT / ACCOUNT	2019 BUDGET	SEPTEMBER, 2019	
		BEGINNING BAL	ENDING BAL.
0140115338 4299 OPER TSF TO DBT SVC - 2016 RED AUTH SERIES A	3,614,000.00	2,892,000.00	2,892,000.00
0140115339 4299 OPER TSF TO DBT SVC - 2016 GENL. OBL. NOTES	1,875,250.00	1,060,125.00	1,060,125.00
0140115340 4299 OPER TSF TO DBT SVC - 2016 LEASE FORD TRKS	53,925.94	0.00	0.00
0140115341 4299 OPER TSF TO DBT SVC - PIB LOAN	244,811.66	244,811.66	244,811.66
0140115342 4299 OPER TSF TO DBT SVC - LEASE STREET LIGHTING	421,475.00	0.00	0.00
0140115343 4299 2018 ARIEL PLATFORM TRUCK LEASE	102,156.57	0.00	0.00
0140113090 4299 CONTINGENCY	596,904.82	596,904.82	596,904.82
0140113100 4299 OECD CONTINGENCY	150,000.00	(0.00)	(0.00)
0140116090 4299 UNENCUMBERED EXPENSES PRIOR YEAR OBLIG.	375,000.00	128,250.08	128,250.08
0140116270 4299 COURT AWARDS	725,000.00	367,160.75	367,160.75
0140117020 4299 VETERAN'S ORGANIZATION	50,000.00	0.00	0.00
0140117040 4299 OPEB TRUST FUND	100,000.00	100,000.00	100,000.00
0140117060 4299 TRIPP PARK COMMUNITY CENTER TRIPP PARK NEIGHBORHOOD ASSOCIATION	1,000.00	1,000.00	0.00
0140117080 4299 TARGETED EXPENSES - REVENUE PASS THROUGH ACCOUNT	275,000.00	275,000.00	275,000.00
0140117100 4299 GRANT MATCH	860,499.00	286,404.54	286,404.54

CITY OF SCRANTON FIREFIGHTERS PENSION COMMISSION



Minutes

September 18, 2019

The Scranton Firefighters Pension Commission was called to order at 08:35 hrs. The following members were in attendance:

Chairman Gary DeStefano
 Secretary Brian Scott
 Active Rep. Jim Sable
 Retired Rep. Bernard Garvey
 Retired Rep. Terry Osborne
 Attorney Larry Durkin
 Controller Rosanne Novembrino

Motion to accept August 2019 minutes by Sable, second by Garvey. Motion carried.

Correspondence:
 None

Bills:
 Motion to pay bill for Durkin and MacDonald LCC \$464.00 by Novembrino, second by Sable. Motion carried.

Old Business:

Sable forwarded amount needed for James Walsh to make his pension contributions while on workers compensation and has not heard back from him. Osborne asked if he was still an employee, Sable stated he is paying copays as an active employee. Sable stated an arbitrator stated he is off heart and lung and on workers compensation and he is getting a check from PMA. DeStefano stated that the city decides his disposition as an employee. Sable stated the city is sometimes putting firefighters on workers compensation when they get hurt at work.

New Business:

Passing of retiree Kenneth Reagan.

Durkin stated that the police pension board was contacted by a police retiree's son who is on a disability pension and is having issues with the IRS. Durkin stated that it is the first time he has heard of a retiree on a disability pension having issues with the IRS. DeStefano stated that the board can only confirm what type of pension a retiree is receiving and that the board does not cite tax law.

Sable stated that the city wanted a key to the union office that also is used for storage of pension documents and he told them that they cannot have a key.

Application for Membership: None

Application for Pension: None

Audience: None

Motion to Adjourn:

Motion to adjourn by Sable, second by Osborne. Motion Carried



Non-Uniform Municipal Pension Fund

MINUTES

NON-UNIFORM MUNICIPAL PENSION BOARD

September 18, 2019

The City of Scranton's Non-Uniform Municipal Pension Board held their monthly meeting on Wednesday, September 18, 2019 at 9:30 A.M. in City Council Chambers.

In attendance were:

John Hazzouri, President

Maggie Perry, Vice-President

Roseann Novembrino, City Controller

Lori Reed, Proxy for City Council President

Larry Durkin, Esquire, Attorney for Board

President Hazzouri asked for a motion to accept the minutes of last month's meeting held on Wednesday, August 21, 2019.

Mrs. Perry made a motion to accept the minutes from the August 21st meeting.

Mrs. Reed seconded the motion.

President Hazzouri: All in favor? (All were in favor) The ayes have it.

President Hazzouri read the following agenda item:

1. An invoice from Durkin MacDonald, LLC in the amount of \$ 1,106.70 for services rendered from August 20, 2019 through September 16, 2019 was presented for payment. Mrs. Reed made the motion to pay and Mrs. Perry seconded the motion. All were in favor.
2. A pension application was received from former Single Tax Office employee Concetta Kudrich. Mrs. Kudrich began employment with the Tax Office in 1986 and has contributed to the pension fund for over 33 years. She retired on August 26, 2019 and is entitled to a \$700.00 per month pension beginning September 2019. Mrs. Novembrino made a motion to accept the pension application and Mrs. Reed seconded the motion. All were in favor.
3. A request for a refund of pension contributions in the amount of \$407.00 was approved for John Monahan, husband of deceased Single Tax Office employee Regina Van Wie Monahan. Mrs. Monahan was employed in the Single Tax Office from May 5, 2017 until April 3, 2019. She contributed 18.5 months to the pension fund at \$22.00 per month. The refund is payable to her husband. Mrs. Reed made a motion to refund the contributions to Mr. Monahan and Mrs. Perry seconded the motion. All were in favor.
4. A request for a refund of pension contributions in the amount of \$1,507.00 was approved for Patrick Hinton, former director of Licensing, Inspections and Permits Department. Mr. Hinton was employed by the City of Scranton from January 6, 2014 until August 9, 2019. He has contributed 68.5 months to the pension fund at \$22.00 per month. Mrs. Reed made the motion to refund Mr. Hinton's pension contributions and Mrs. Novembrino seconded the motion. All were in favor.

5. A pension application was received from Single Tax Office employee Julie D'Amico. Ms. D'Amico began employment with the Tax Office in 1979 and has contributed to the pension fund for over 39 years. She is retiring on September 30, 2019 and is entitled to a \$700.00 per month pension beginning October 2019. Mrs. Novembrino made a motion to accept the pension application and Mrs. Perry seconded the motion. All were in favor.
6. The Board will review Michele Phillips' request for a disability pension.

Attorney Durkin stated that in terms of open items, Joseph Shimus' request for re-argument with the Commonwealth Court was denied. He has made application to the Pennsylvania Supreme Court for their review. We filed our response to that request indicating that there was no reason to review it. Attorney Durkin felt that the likelihood of it being reviewed by the Pennsylvania Supreme Court is slim to none. He expects that in sixty (60) days they will deny the petition and that will be the end. There is nothing else going on with that case.

Michele Phillips and her attorney **Dominick Mastri** were in attendance at the meeting. Ms. Phillips submitted a disability pension application earlier this year. After receiving her application, the Board requested that she undergo an Independent Medical Evaluation with Dr. Lucian Bednarz, which occurred on March 27, 2019. The Board received that report from Dr. Bednarz. Since then, Attorney Mastri contacted the Board and let them know that he is representing Ms. Phillips. Attorney Durkin has been in written and spoken communication with Attorney Mastri and let him know the Board is ready to consider Ms. Phillips' application at today's meeting. On August 22, 2019, Attorney Durkin sent correspondence to Attorney Mastri advising him that under Local Agency Law, that this would be the time of her hearing, she would have the opportunity to be heard at the hearing and present to the Board whatever she wants to present. Attorney Mastri contacted Attorney Durkin and their offices coordinated the date, time and place of the meeting. The Board is now ready to proceed with her application. Attorney Durkin expected Ms. Phillips to testify which is different than most of the disability applications the Board receives and he felt that the Board should

allow it. Because it will involve her medical condition, Attorney Durkin's recommendation to the Board was to hold that portion of the meeting in Executive Session and then take whatever Ms. Phillips wants to say or whatever Attorney Mastri wants to argue during Executive Session. The Board would then have to reconvene the meeting and vote in open session on the application. Attorney Durkin suggested that a Board member make a motion to go in to Executive Session and then they could proceed. **President Hazzouri** made a motion for the Board to go in to Executive Session. The motion was seconded by **Mrs. Perry**. All were in favor. Attorney Durkin explained that the reason for the Executive Session was because it was a personnel matter involving Ms. Phillips' medical condition. He stated that it was an exception to the Sunshine Act requirements but that the vote has to be in public.

Executive Session began at 9:39 A.M. and concluded at 10:30 A.M.

Attorney Durkin stated that the Board has heard the evidence Ms. Phillips wanted to present and if she wants to present something else, Attorney Durkin recommended that the Board should let her. The Board will continue the vote on Ms. Phillips' disability pension application at the October meeting; however, Attorney Durkin wanted to make the stipulation with Attorney Mastri that this is the notice of the October meeting. Attorney Mastri agreed to that. Attorney Durkin did not anticipate the Board continuing a hearing at that time. Attorney Mastri asked that it be put on the record that they agree that at the October meeting there will be no testimony given, there will just be the vote. Attorney Durkin stated that the October meeting will be the vote. There will not be any testimony given at that time. Upon receipt of Dr. Ramos' report on Ms. Phillips' most recent treatment, the hearing would be closed. Attorney Mastri stated that he would make every effort to get Dr. Ramos' report to Attorney Durkin prior to the October meeting so that it could be given to the Board members before voting. The date of the October meeting is the 16th at 9:30 A.M. in Council Chambers. Attorney Mastri asked that since Dr. Ramos gave a one line letter indicating Ms. Phillips is disabled and under his care, could he ask him if he is able to supplement that. Attorney Durkin agreed. Attorney Mastri also stated that since Dr. Bednarz gave an opinion, he wanted the main physician (Dr. Ramos) to be allowed to

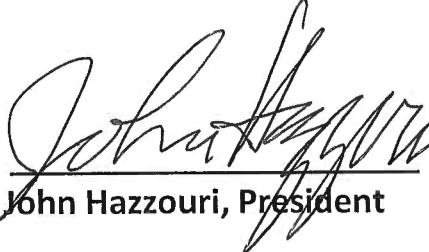
give a full opinion on Ms. Phillips' ability to work. Attorney Durkin agreed. Attorney Durkin also stated that whatever Attorney Mastri gave to him between today and the October meeting is going to be the conclusion of the hearing. Attorney Mastri agreed. If Attorney Mastri doesn't get anything, then the record is what the Board has today.

President Hazzouri asked for a motion to adjourn the meeting.

Mrs. Reed made a motion to adjourn the meeting.

Mrs. Perry seconded the motion. All were in favor.

Meeting adjourned at 10:38 a.m.

Minutes approved by:  Date: 10-16-19
John Hazzouri, President

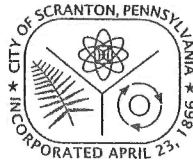
Respectfully submitted:  Date: 10-16-19
Kathy Carrera, Recording Secretary

Council of the City of Scranton

340 No. Washington Avenue • Scranton, Pennsylvania 18503 • Telephone (570) 348-4113 • Fax (570) 348-4207

Lori Reed
City Clerk

Amil Minora, Esq.
Counsel



PROXY

Pat Rogan, President
Timothy Perry, Vice President
William Gaughan
Wayne Evans
Kyle Donahue

I, Patrick Rogan, hereby revoke any previous proxies and appoint Lori Reed as my proxy to attend the meeting of:

Non-uniform pension board

On:

Sept. 18, 2019

And any continuation or adjournment thereof and to represent, vote and otherwise act for me in the same manner and with the same effect as if I were personally present.

This proxy and the authority represented herein is valid only on the above date and shall not survive said date.

Dated: 9/18/19

Signed: Pat Rogan

Witness: Jamie Marciano

**SCRANTON POLICE PENSION
COMMISSION MEETING**

SCRANTON CITY COUNCIL CHAMBERS
SEPTEMBER 18, 2019

BOARD MEMBERS

1. THOMAS TOLAN- PRESENT
2. JUSTIN BUTLER- PRESENT
3. NANCY KRAKE- PRESENT
4. ROSEANNE NOVEMBRINO-ABSENT
5. PAUL HELRING- PRESENT
6. MICHAEL CAMMEROTA- PRESENT

RECEIVED

OCT 16 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

MINUTES FROM WEDNESDAY JULY 17, 2019 AND AUGUST 21, 2019 MEETINGS OF THE SCRANTON POLICE PENSION COMMISSION MEETING, WERE REVIEWED. MOTION MADE BY CAMMEROTA TO APPROVE THE MINUTES AND SECONDED BY BUTLER. MOTION PASSED

BILLS:

A BILL FROM DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR ONE MONTH. AUGUST 20, 2019 THRU SEPTEMBER 16, 2019 TO THE AMOUNT OF \$623.50

A MOTION MADE BY KRAKE TO PAY DURKIN MACDONALD LLC ATTORNEY AT LAW FOR SERVICES RENDERED FOR 623.50 FROM AUGUST 20, 2019 THRU SEPTEMBER 16, 2019. SECONDED BY CAMMEROTA, ALL IN FAVOR MOTION PASSED.

COMMUNICATION:

NONE

A MOTION TO ADJOURN WAS MADE BY HELRING AND SECONDED BY KRAKE.
MEETING ADJOURNED AT 1010HRS.

RECEIVED

OCT 16 2019

COMPOSITE PENSION BOARD MINUTES
September 18, 2019

OFFICE OF CITY
 COUNCIL/CITY CLERK

The regular meeting of the Composite Pension Board was held on Wednesday, September 18th at 11:00AM in City Council Chambers.

The following were in attendance:

DAVID MITCHEL – Pres - Police Employee Representative
JOHN HAZZOURI – Vice Pres – Municipal Board Representative
ROBERT SENCHAK – Sect. - Fire Employee Representative
PAUL HELRING – Police Board Representative
MAGGIE PERRY – Municipal Employee Representative
GARY DESTEFANO – Fire Board Representative
LORI REED – (Proxy) City Council
ROSEANN NOVEMBRINO - City Controller
LARRY DURKIN – Durkin MacDonald (Legal Counsel)
ALEXANDER GOLDSMITH – PFM Group (Trustee)
JAMES KENNEDY – Thomas Anderson & Assoc. (Administrator)
RANDEE SEKOL – Beyer Barber (Actuarial)

David Mitchell... Called the meeting to order.

Bills:

The first is in the amount of \$14,391.99 that is for PFM Asset Management for the period of 7/ –7/31/19, **Motion to pay this bill made by John Hazzouri, seconded by Gary DeStefano, all were in favor.**

The next bill is in the amount of \$464.00 to Durkin and MacDonald for the period of 8/20 to 9/16/19. **Motion to pay made by Roseann Novembrino, seconded by John Hazzouri, on the question, Dave advised the Board that most of the legal bill this month pertained to the issue that Anderson & Assoc. had dealing with the City. He asked if the problem was rectified with the e-mail. Jim said not yet with the City. Basically what they had to do was deal with setting up another e-mail right now, all were in favor.**

Correspondence:

We have the correspondence from PFM that was sent to us.

Dave asked for a Motion for the Minutes for the August 21, 2019 meeting. **Motion to accept made by Paul Helring, seconded by John Hazzouri, all were in favor.**

Jim Kennedy... Number one, very good news for everybody the State Aid Unit Value just came out yesterday and we had predicted it to be up but basically it was up about 9.3% from the unit value standpoint. That is good news, it's going to help offset the obligations for a lot the municipalities from a higher standpoint for 2019 and just to give everybody a rough idea our MMO's combined for 2019 for the three plans here of \$10.3 million and we're going to have just under \$4 million of State Aid. So the net that the City will have to come up with basically by the end of the year is about \$6.3 million out of pocket to satisfy the 2019 MMO's. Just like we do every year Scott will be working with Rebecca in the business office to make sure that we get the State Aid allocations and deposit it in with PFM as quickly as possible.

Really the only other thing is Randee Sekol is here from Beyer Barber to discuss the 2020 MMO's and also the 1/1/19 Valuations. Other then we're struggling with this e-mail issue, we can't seem to figure out what is going on with this but we've never had an issue with Scranton. He doesn't have issues with their other clients. We're not able to send and receive through the Scranton e-mail. We've been back and forth with IT here and what we've done is basically just set up a separate new e-mail, webmail that we are going to be utilizing right now for the City. It may also help with some other issues that we have to deal with changes going on also with BNY Mellon. Scott will send out a notice to you but that's what we are going to do in the interim to solve this problem where neither one of us is able to communicate.

Lori said along with Jim's comments, just to get it on the record that we communicated and the Business Administrator has signed (she said something but I could not make it out) with regard to the 2020 MMO for each individual plan. She will make sure that it is presented to the council at their next meeting which will be September 23rd. So the Council will formally act on it. Dave said he believes that they have to by the end of this month. Lori responded yes. So it will be on for the 23rd.

Alexander Goldsmith... Distributed reports to the Board and made his presentation. It has been a negative month for equity markets across the board, more so overseas then in the U.S. International markets were down about -3% U.S. markets were down about -2% that's a similar trend that we've seen this year. Equity markets are down, international has suffered more.

from \$60 million to \$94 million. The market values as of September 13th the plan is up 1.2% the benchmark is down .3%, the market value is \$95,871,319.00 we're in the right direction.

Asset allocation -2.8% in fixed income, that's been added to domestic stocks and international stocks. We favor the U.S., the U.S. allocation is higher but we recognize a lot of attractive opportunities overseas when it comes to valuations. The rationale behind that change is on the last 3 pages in the book.

Randee Sekol... Distributed his report to the Board and made his presentation. They do an actuarial valuation of the plans every odd valuation year. What he handed out is going to be the 2017 Valuation. The 2017 Valuation will dictate what the MMO for the City will be for 2018 and 2019. The 19 Valuation will dictate what the MMO will be for 2019 and 2020.

These are 2019 Valuation results compared to 2017 along with the 2020 MMO's. The first two columns are Police, Fire, Non-Uniform and the Total Plan. What's changed from 2017 are two primary things, first of all the infusion of the sewer proceeds which we all understand with the funding of the plan. Secondly we reduced the interest rate from 7.5% a year to 7.25% a year which is just trying to get a little bit more conservative with funding. That's going to push the City's MMO upward, the more money in the fund the more security for the members of the fund.

Just look at the demographics there, these are counts of people. You'll see that the active population from 17 to 19 is really relatively stable. The inactive population is relatively stable, a little pick up there, the ratio of actives to inactives. Why this is important is because actives are making employee contributions. The more actives we have, the less inactives we have, the better off we are. Basically those ratios there are the number of actives is 82% of the inactives. So obviously we're a little upside down in all of these categories. We have more inactives than actives for everything except for the Non Uniform Plan. That's not uncommon in municipal plans. We see that all the time. People are living longer. Retirees are there, survivors are there. So there's more inactives typically as plans mature.

Under the liability, the first item #1 is the accrued liability, that's basically the present value of benefits that have been earned to date. So for an old guy like Gary who's close to retiring his present value, his liability, his accrued liability is the sum of all of his benefits and if he retired tomorrow that's it. For some people take Maggie whose going to work 2, 3, 4 years at least, okay 30 years at least, her accrued liability is very small but she's going to be earning more benefits as she goes on, when she gets to Gary's age. When she gets there then her liability will be much higher than it is today. Younger people lower liability because they're not going to start drawing their benefits as quickly. So that is what that accrued liability number is. You'll see

that there's an uptick across the board there. But if you just look at the last column which is all plans it's only up \$5 million dollars overall for all the plans and a lot of this is driven by the decrease in the interest rate from 7.5 to 7.25. If you assume you're going to have 7.5 in the future those future benefit payments get discounted at 7.5%. If you assume 7.25 they're only getting discounted at 7.25. So you need more money today at 7.25 than you do at 7.5 because at 7.5 you're going to earn more. Those liabilities are up a bit but not anything to be concerned about. We've expected it. We've done studies on this as the sewer proceeds were coming in back in 17 and 18 and this was all anticipated.

#2 Actuarial Assets... you would think that assets are assets and why does it need to be complicated but actuaries like to make things complicated. So the concept of an actuarial value of assets is basically not recognizing all of the excess returns for short fall a return immediately. spreading it out over time. So we average those gains and losses above the assumed rate, let's just say 7.5% in the past, for the moment. For example at 2017 we are at 12% that excess we didn't recognize immediately. In 2018 we are -4% that was 11.5% short of what we were expecting we didn't recognize that loss immediately. We basically spread those gains and losses over five years. So those numbers are different then the market value asset. You subtract the assets from the liability and you get the unfunded on an actuarial value basis and then you have funding percentages.

Why don't we skip down to 5, 6 and 7 because that's the same calculation with the market value of assets and you'll see that because in 2017 we were 12% 2018 we were down 4% that averaged just under 4% for the two year period. We were expecting 7.5% for the two year period. So we have more losses that we're spreading out right now. That's why the actuarial value of assets is higher than the market value of assets. If you just look at the market, that's what we got today. We are going to recognize all those losses and gains immediately.

You can see that the funding percentages for Police, Fire and Non-Uniform are up at 18, 19% in that range and they're really up on the strength of the sewer proceeds that were increased into the funds 65%, 43%, 61% funded 54% overall. Much better than we had been prior, we knew that we were in trouble. The sewer proceeds had helped us kind of get out of trouble.

At the bottom of Minimum Municipal Obligation the 2019 numbers same off of the 2017 valuation. The 2020 numbers are coming off of the 2019 Valuation. They are upticked a little but again the drop in the interest rate from 7.5 to 7.25 pushes that MMO up. The City puts more money in, better security for all. Jim mentioned that the State Aid went up 10%ish he thinks that's translating to a little over \$300,000 this year, that for 19. The State Aid has not gone down in years. So hopefully that \$300,000 more that we're getting this year, hopefully we'll get that in 2020 as well. That's going to help offset an old \$900,000 uptick on the MMO. The City is still going to have to kink in. He asked if there were any other questions. Paul asked under 1. Accrued Liability it's \$170,509,066 is that what the fund needs to be fully funded? Randee said

if we had \$170 million today we could pay for all of the benefits that have been earned to date. So if Maggie has 10 years of service, or 5 years of service just her first 5 years not all 20 or 30 years. That's just what we've earned today, what we've all earned in benefits to this point if we had \$170 million and the plan shut down we wouldn't have to pay any more money. But the total present value of benefits might be \$250 million because we're projecting future benefits. He was thanked for his work up.

Terri Moran... Asked what the amount of the State Aid was going to be. Jim said it's \$3,978,627.67. The State Aid Unit Value increased about 9.3% that was very good news for all the municipalities to help offset pension costs this year.

Dave asked if anyone had anything for the Board at this time... no response. He entertained a Motion to adjourn. **Motion to adjourn made by Roseann Novembrino, seconded by Maggie Perry, all were in favor.**

October 16th is our next Meeting

Minutes approved October 16, 2019:


 David Mitchell
 President


 Kathleen McGinn
 Recording Secretary

City of Scranton
Pennsylvania



JH

Municipal Pension Fund

NON-UNIFORM MUNICIPAL PENSION

AGENDA

OCTOBER 16, 2019

1. RECEIVED A PENSION APPLICATION FROM CITY CONTROLLER ROSEANN NOVEMBRINO. MRS. NOVEMBRINO HAS BEEN THE CONTROLLER SINCE 1986 HAVING CONTRIBUTED 34 YEARS TO THE PENSION FUND. SHE WILL BE RETIRING ON JANUARY 3, 2020 AND IS ELIGIBLE TO COLLECT A 31-YEAR PENSION AT \$700.00 PER MONTH.
2. RECEIVED A PENSION APPLICATION FROM JOHN J. BRAZIL, ESQUIRE, SOLICITOR FOR THE OFFICE OF THE CITY CONTROLLER. ATTORNEY BRAZIL HAS BEEN EMPLOYED BY THE CITY SINCE 1988 AND HAS CONTRIBUTED OVER 31 YEARS TO THE PENSION FUND. HE IS 63 YEARS OF AGE AND IS RETIRING ON DECEMBER 31, 2019. HE IS ELIGIBLE TO COLLECT A 31-YEAR PENSION AT \$700.00 PER MONTH.
3. RECEIVED AN INVOICE FROM DURKIN MACDONALD, LLC IN THE AMOUNT OF \$ 1,827.00 WHICH REPRESENTS SERVICES RENDERED FROM SEPTEMBER 17, 2019 THROUGH OCTOBER 14, 2019.
4. REVIEW OF MICHELE PHILLIPS' REQUEST FOR DISABILITY PENSION.



City of Scranton

Scranton Redevelopment Authority

340 N. Washington Avenue

Scranton, PA 18503

SOLICITOR: Paul A. Kelly, Esquire

Chairman: Robert Timlin

Members of Authority: Mario Savinelli, Burt Schwartz

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OCT 16 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

Approved Minutes

Regular Meeting

Friday, September 13, 2019

12:15 P.M.

Olympus Digital Voice Recorder VN-7200, File A, Track 48

I. Roll call:

Present: Mr. Schwartz, Mr. Teserovich, Mr. Timlin
Paul Kelly, Solicitor
Denise Nytych, SRA Coordinator
Disha Patel, SRA Fiscal Coordinator

Solicitor: Paul Kelly

Absent: Mr. Savinelli

II. Reading and approval of minutes:

August 2019 minutes approved:

- Mr. Schwartz made the motion to approve the minutes.
- Mr. Teserovich seconded.

Roll Call Vote

- o Mr. Teserovich....YES
- o Mr. Schwartz....YES
- o Mr. Timlin....YES

III. Bills and Communications:

Attorney Paul Kelly Legal Bills - \$1,149.50
Yearly Membership Dues to PAHRA \$250.00
Murphy, Dougherty & Co. \$7,950.00

- Mr. Schwartz made the motion to approve the bills.
- Mr. Teserovich seconded.

Roll Call Vote

- Mr. Teserovich....YES
- Mr. Schwartz....YES
- Mr. Timlin....YES

IV. Report of the Secretary:

Mr. Savinelli - No report/Mr. Savinelli not in attendance.

V. Reports of Committees:

Property Committee: No report at this time.

Audit Committee: No report at this time.

VI. Financial Statements:

Financial Statements –July 2019

August 2019's statements to defer so that the SRA can review them.

-Mr. Schwartz made the motion to approve Financial Statements.

-Mr. Teserovich seconded.

Roll Call Vote

- Mr. Teserovich....YES
- Mr. Schwartz....YES
- Mr. Timlin....YES

VII. New Business/Unfinished Business:

- Mr. Timlin turned the floor over to Solicitor Kelly regarding the Fidelity Bank accounts. Ms. Patel showed the transfer of monies from the CD account (Franklin St.) in the amount of \$9,196.14 to the General Operating Account.
- Regarding PAHRA invoice requesting payment for last year's membership dues. Atty. Kelly sent a letter dated August 30, 2019 to PAHRA showing the Fidelity Bank canceled check (No. 1801) in the amount of \$250.00 for payment. PAHRA didn't cash the check until February 11, 2019. Letter was sent to revise their records.

- Coopers Check No. 1398 for \$500.00 was given to Disha Patel for Deposit.
- Chamber of Commerce statement for the dues and a Thank you and acknowledgement they received SRA's dues.
- Noted that the solicitation from Comcast for High Speed Internet is not needed at this time.
- Kenmarq, LLC check No. 3984 in the amount of \$877.19 was given to Disha Patel for Deposit.
- Third request from Arrow Land Solutions, LLC for permission to remove debris from the Harrison Avenue Bridge project. In the caucus meeting a letter was shown dated August 13, 2019 at the direction of the board Solicitor Kelly sent the fully executed right of entry form back. For some reason they are sending a second and third request for permission. The board gave Atty. Kelly permission to contact Stacy Lytle as to why they haven't processed what we have already sent.
- Solicitor Kelly prepared a Resolution (#4 of 2019) for DEP office of Water Management Grant Program – The Resolution is for Agreement between SRA and DEP (\$48,190.00) to install R-8 RIPRAP along Leggett's Creek at 675 Mary Street, and R-8 RIPRAP and Stone Protection along Roaring Brook at 115 Masters Street. SRA Chairman Timlin authorized Solicitor Kelly to execute the Agreement & expressly authorizes him to attest to the form. SRA is acting as a pass through for the grant funds.

-Mr. Teserovich made the motion to approve Resolution #4 of 2019.

-Mr. Schwartz seconded

Roll Call Vote:

- Mr. Teserovich....YES
- Mr. Schwartz....YES
- Mr. Timlin....YES

VIII. Public Comment:

No public comment.

IX. Adjournment:

Mr. Schwartz made the motion to adjourn.
Mr. Teserovich seconded.

Next meeting is scheduled for October 9, 2019 at 12:15pm

Roll Call Vote

- Mr. Teserovich....YES
- Mr. Schwartz....YES
- Mr. Timlin....YES



DEPARTMENT OF BUSINESS ADMINISTRATION

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4118 • FAX: 570-348-4225

MEMORANDUM

DATE: October 16, 2019
 TO: Wayne Beck, City Treasurer
 FROM: Nancy Krake, Staff Accountant
 RE: Check for Deposit

RECEIVED
 OCT 17 2019

OFFICE OF CITY
 COUNCIL/CITY CLERK

Enclosed kindly find the following check received from Harrison House Personal Care Home, which is payment in lieu of taxes for the City of Scranton:

Harrison House Personal Care Home	Ck. # 26018	\$500.00
------------------------------------------	--------------------	-----------------

This check is to be deposited into Account #01.359.35900

cc: Mayor Wayne Evans
 Roseann Novembrino, City Controller
 Scranton City Council ✓
 Rebecca McMullen, Finance Manager
 File

RESOLUTION NO. _____

2019

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH FOX ROTHSCHILD LLP TO PROVIDE LEGAL SERVICES TO THE CITY OF SCRANTON IN THE REFUSE CLASS ACTION LITIGATION.

WHEREAS, a request for Proposals was advertised for the City of Scranton for legal representation the refuse class action litigation and two (2) proposals were submitted for review; and

WHEREAS, after review of the proposals submitted, it was determined that it would be in the best interest of the City to award the Contract to Fox Rothschild LLP for the reasons provided in the attached Memorandum from the City Solicitor.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Fox Rothschild LLP for the City of Scranton for legal representation in the refuse class action litigation.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

CONTRACT

This contract entered into this ____ day of _____ 2019 effective for the duration of the litigation by and between the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

FOX ROTHSCHILD LLP
10 SENTRY PARKWAY, SUITE 200
P.O. 3001
BLUE BELL, PA 19422
PHONE NO. (610) 397-6500

hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Scranton desires the Contractor to perform certain work and services in accordance with the terms and conditions hereinafter set forth and the Contractor is ready, willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises each to the other made, the parties do agree and intend to be legally bound as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of providing City of Scranton Legal Services Litigation Class Action Refuse. The Contractor hereby covenants, contracts and agrees to furnish Scranton with:

LEGAL SERVICES REPRESENTING CITY OF SCRANTON IN THE
REFUSE CLASS ACTION LITIGATION IN THE MATTER OF
GUIFFRIDA, ET AL. V. CITY OF SCRANTON IN LACKAWANNA
COUNTY COURT OF COMMON PLEAS (DOCKET NO. 2016-CV-6933)
PER THE ATTACHED BID PROPOSAL AND SPECIFICATIONS AT A
PROPOSED HOURLY RETE OF \$330.00

Said services to be furnished and delivered in strict and entire conformity with Scranton's Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference thereto and the Bid Proposal submitted by Fox Rothschild LLP dated September 3, 2019 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid Proposal and Specifications are hereby made part of this Agreement as fully and with the same effect as if set forth at length herein.

ARTICLE II - GENERAL

(1) In the performance of the work and services hereunder, the Contractor shall act solely as an independent contractor, and nothing contained or implied shall at any time be so construed as to create the relationship of employer and employee, partnership, principal/agent, or joint adventurer as between Scranton and the Contractor.

(2) Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights, or of any other rights hereunder.

ARTICLE III - FEES

Said services to be furnished and delivered in strict and entire conformity with the Bid Proposal and Specifications attached hereto. Said Bid Proposal and Specifications are incorporated herein by reference as though set forth at length.

Scranton agrees to pay the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

ARTICLE IV - INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless Scranton from and against any and all claims and actions, based upon or arising out of damage to property or injuries to person or other acts caused or contributed to by Contractor or anyone acting under the Contractor's direction or control or on the Contractor's behalf in the course of the Contractor's performance under this contract.

ARTICLE V - INSURANCE

- (1) Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Professional Liability Insurance in the following amount:

TYPE OF INSURANCE

LIMITS OF LIABILITY

Professional Liability

\$1,000,000.00 each occurrence
\$1,000,000.00 aggregate

- (2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:

- (a) Name of insurance company, policy number, and expiration date;
- (b) The coverage required and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of the Contractor);
- (c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;
- (d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and
- (e) A statement confirming that Scranton, its agents and employees, have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

ARTICLE VI: TERMINATION OF CONTRACT

If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event of violation of any of the covenants contained herein, or in the event of violation of the laws applicable to implementation of the project contemplated by this Agreement, or in the event of misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement, Scranton shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR. In

such an event, all project records, unused grant monies, and such amounts as may have been expended contrary to the terms of this Agreement shall be returned to the Scranton.

ARTICLE VII: DEFAULT

In the event of a default by Contractor under this Agreement, the defaulting party then shall reimburse the non defaulting party for all costs and expenses incurred by the non defaulting party in connection with the default, including without limitation, court costs and attorneys fees at the trial level and on appeal.

ARTICLE VIII: JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all obligations hereunder are to be performed in Lackawanna County, Pennsylvania. Jurisdiction over the subject matter and performance of this Agreement is therefore vested in the Lackawanna County Court of Common Pleas.

ARTICLE IX - ENTIRE AGREEMENT

This contract constitutes the entire agreement between Scranton and Contractor. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and if it has been induced by no representations, statements, or agreements other than those expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract is entered into under and subject to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, approved March 7, 1901, its supplements and amendments, and the liability of the City of Scranton herein limited to the amount appropriated for the same and subject to the Section 6-13 of the Administrative Code of the City of Scranton which limits payments of money out of the City Treasury to appropriations made by the Council.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this agreement to be executed the day and year first above written.

ATTEST:

CITY CLERK

BY: _____
MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

CITY SOLICITOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

FOX ROTHSCHILD LLP

BY:

TITLE: _____

DATE: _____

MEMORANDUM

TO: Wayne Evans, Mayor
David Bulzoni, Business Administrator

FROM: Jessica Eskra, Esquire
City Solicitor/Deputy Mayor

DATE: October 2, 2019

RE: Legal Services – Refuse Class Action Litigation – RFQ Award

The City of Scranton received two (2) proposals for legal services for the refuse class action litigation. Proposals were received from Fox Rothschild LLP and Stevens & Lee.

The first firm, Fox Rothschild LLP, has nine hundred fifty (950) attorneys within its firm, with four (4) attorneys designated specifically to the defense of this case. The attorneys assigned to this matter would be from the Blue Bell/Warrington, Pennsylvania office. They proposed hourly rates of \$330 for attorneys and \$155 for paralegals. With regard to their class action experience, they have successfully defended twenty five (25) large class action suits. While their experience with municipal law is unspecified, their approach to this matter would be to pursue an early dismissal of the suit, or, if unsuccessful on dismissal, to dramatically narrow the scope of the suit. Additionally, they have committed to assisting the City with publicity related matters connected with this class action.

The second firm, Stevens & Lee, has a total of forty (40) attorneys, and will assign six (6) attorneys to the defense of this matter, who are conveniently located in its Scranton office. The firm has proposed \$410 per hour for attorneys, and \$195 per hour for paralegals. Upon review of the firm's class action experience, they highlight that they have tried fifty nine (59) large cases, with thirteen (13) of those matters having been successfully resolved. Turning to their municipal experience, it appears that they have an extensive background in this area, with one attorney being very experienced in the area of municipal law, and another having experience specifically with municipal waste laws.

The credentials provided by both firms for the attorneys that would be directly responsible for oversight and representation in this class action were impressive and more than adequate to zealously defend the City in this suit. Additionally, both firms have certified that upon review of a list of Cabinet members and Councilmen/women, as well as the Mayor, and the City's recently adopted Ethics Code, they do not have a conflict that would preclude the award of this contract.

Based upon the foregoing, and given that both firms are qualified for this matter, it is in the best interests of the City to minimize costs associated with defense of this class action. To that end, I recommend the contract be awarded to the lowest cost proposal, which was submitted by Fox Rothschild, LLP.

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



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SCRANTON

September 4, 2019

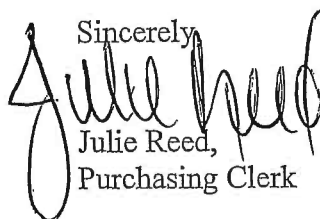
Mrs. Jessica Eskra
City Solicitor
Municipal Building
Scranton, Pa., 18503

Dear Mrs. Eskra,

This is to inform you that RFQ proposals were opened in Council Chambers on Wednesday, September 4, 2019 at 10:00 A.M. for the **City of Scranton Legal Services Litigation Class Action Refuse**. Please see the attached proposals submitted by the following law firms:

Stevens & Lee
Fox Rothschild LLP

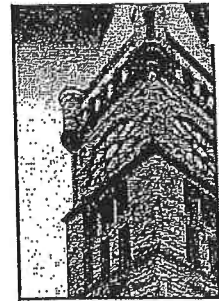
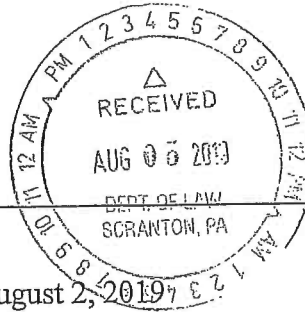
Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

CC: Mayor Wayne Evans
Mrs. Roseann Novembrino, City Controller
Mrs. Mrs. Lori Reed, City Clerk
Mr. David Bulzoni, Business Administrator
Mrs. Jessica Eskra, City Solicitor
File

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



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SCRANTON

Jessica Eskra, Esquire
Deputy Mayor/City Solicitor
Municipal Building
Scranton Pa, 18503

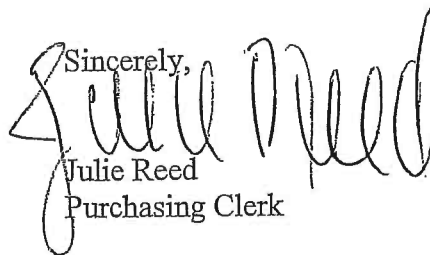
Dear Attorney Eskra,

This is to inform you that proposals will be opened in Council Chambers on Wednesday, September 4, 2019 at 10:00 A.M. for the following:

City of Scranton
Legal Services
Litigations-Class Action-Refuse

Attached, please find an Invitation to Bidders, and Specifications.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed
Purchasing Clerk

CC: Mayor Wayne Evans
Mr. David Bulzoni, Business Administrator
Mrs. Roseann Novembrino, City Controller
Mrs. Rebecca McMullen, Financial Manager
Mrs. Lori Reed, City Clerk
File

REQUEST FOR QUALIFICATIONS

Separate sealed proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until 10:00 a.m. _____, at which time such proposals will be opened in the City Council Chambers for the following:

CITY OF SCRANTON LEGAL SERVICES LITIGATION – CLASS ACTION – REFUSE

All proposals shall be in accordance with the provisions of the Request for Qualifications (RFQ) which is now available and can be picked up at the Office of the Bureau of Purchasing, 4th Floor, City Hall, 340 North Washington Avenue, Scranton, PA 18503.

Sealed envelopes containing the proposals will be received and identified by "RFQ - City of Scranton – Legal Services – Litigation – Class Action – Refuse". The envelopes should be delivered or mailed to the Office of the City Controller, at the address listed above, so as to arrive by the date and time specified above. The City of Scranton will require Six (6) copies of this proposal as noted in this Request for Qualifications.

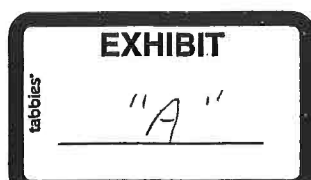
All sealed proposals must be submitted for the following scope of services: Litigation legal services for the City of Scranton's Refuse Class Action.

1. The applicant must have demonstrated expertise in all facets of class action law, with demonstrated experience in class action litigation. The applicant should be familiar with the matter of *Guiffrida, et al. v. City of Scranton* (Lackawanna County Docket No: _____). The applicant must have sufficient qualified legal, administrative and clerical support staff to provide legal services to the City of Scranton. All applicants must identify all attorneys working with the firm and their relative experience; identify all support staff, both administrative and clerical, as well as their relative experience. The applicant must provide a statement of its in-house technology including its current operating system, ability to perform on-line legal research and all other technology the applicant believes can be utilized in a cost efficient manner for services to the City of Scranton.
2. Each applicant shall provide a fee schedule of the professional and support staff to be utilized in the execution of this contract. The fee schedule shall include the identity of the professional, that professional's hourly rate as well as the hourly rate for all other administrative and/or support staff that may perform services in conjunction with the contract.
3. Each applicant must also provide his/her current mailing address, location of all offices, email addresses and the phone and fax numbers as part of the proposal. The proposal must likewise identify an individual to be listed as a contact person in the event questions arise concerning the proposal.

THE CITY OF SCRANTON RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART OF A PROPOSAL IN CONNECTION WITH THE PROJECT.

If you have any questions, please contact Jessica Eskra, Esquire, Deputy Mayor/City Solicitor as noted in the Request for Qualifications.

Jessica Eskra, Esquire
Deputy Mayor/City Solicitor



I. GENERAL INFORMATION

A. PURPOSE

This Request for Qualifications (RFQ) provides interested parties with sufficient information to prepare and submit proposals for consideration by the City of Scranton for litigation relating to the Class Action challenging the City's Refuse Fee.

B. ISSUING OFFICE

1. This Request for Qualifications is issued for the City of Scranton Law Department. The issuing department is the sole point of contact for questions pertaining to this Request for Qualifications.

The sealed proposals must be submitted not later than 10:00 a.m. on _____ to:

City of Scranton
Office of the City Controller
2nd Floor
340 North Washington Avenue
Scranton, PA 18503

2. Six (6) copies of the Proposal shall be received in a sealed envelope and must be marked prominently on the outside:

"RFQ - City of Scranton – Legal Services – Litigation – Class Action – Refuse".

3. Proposals must be mailed or hand delivered. No faxed or e-mailed proposals will be accepted.
4. Proposals will be handled confidentially by the City during the pre-award process.
5. The proposal shall be binding for a period of ninety (90) days from the due date for submission.
6. The City of Scranton will not be responsible for any expenses incurred by a proposer in connection with this procurement.

C. SCOPE OF SERVICES

The City of Scranton is seeking legal representation by a litigation firm with experience in Class Action Litigation, experience with municipal law, and knowledge of the workings and function of local and state government. The applicant should be familiar with the matter of Guiffrida, et al v. City of Scranton (Lackawanna County Court of Common Pleas Docket No: _____). The applicant must have sufficient qualified legal, administrative and clerical support staff to provide legal services to the City of Scranton.

1. QUESTIONS

Any questions regarding this Request for Qualifications should be directed to the Law Department via email only to:

Jessica Eskra, Esquire
Deputy Mayor/City Solicitor
City of Scranton

340 North Washington Avenue
 Scranton, PA 18503
 Phone 570-348-4105
 Email: jeskra@scrantonpa.gov

All questions must be received by 2:00 p.m. exactly one (1) week prior to the due date of submissions. Inquiries received after 2:00 p.m. will not receive responses.

No telephone calls with questions will be taken.

2. ADDENDA

To ensure consistent interpretation of certain items, answers to questions the City deems to be in the interest of all will be made available to all respondents. All questions must be submitted via email to jeskra@scrantonpa.gov.

Responses to questions will be issued in the form of an Addendum to the Request for Qualifications, and will be sent via email only.

3. PUBLIC OPENING

Sealed Proposals will be opened publicly at the date and time provided above.

II. GENERAL CONDITIONS

A. No verbal information to bidders will be binding on the City. The written requirements will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the Request for Qualifications will be made in the form of a written communication emailed to all prospective proposers. The communications shall then be considered to be part of the Request for Qualifications.

B. Submission of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the request.

C. The City of Scranton reserves the right to reject any and all proposals submitted and to request additional information from any Proposer. The City of Scranton reserves the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Scranton. The City may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the City may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. Proposals may be rejected and negotiations terminated by the City. The award will be based on the offers submitted, as well as any and all negotiations conducted. The City further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the City.

D. The award will be made to that responsive and responsible proposer whose proposal, conforming to requirements of the request, will be most advantageous to the City, price and other factors considered. The award may or may not be made to the firm with the lowest cost.

E. The City shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the Request for Qualifications. In case such deductions or additions are made,

an equitable price adjustment shall be made between the City and the Proposer. Any such adjustments in price shall be made in writing.

F. After notice from the City, the selected proposer will be required to enter into a contract upon receipt of a Notice of Award. If a contract is not executed by the selected proposer, then the City reserves the right to retract the Notice of Award and enter into a contract with another proposer.

G. Proposals must be in typewritten form. Unsigned proposals will not be accepted. Proposers are expected to examine the content of the request and respond accordingly. Failure to do so will be at the Proposer's risk.

H. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or who had failed to faithfully perform any previous contract with the City.

I. Unless otherwise specified, all formal proposals submitted shall be binding for ninety (90) calendar days following the bid opening date and may be extended at the agreement of both parties.

J. AUTHORITY

The City Solicitor, as the designee of the Mayor, has the sole responsibility to respond to inquiries regarding the Request for Qualifications.

K. COMPLIANCE WITH LAWS

The attorney selected for representation shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, City and other local government agencies, which may in any manner affect the performance of the contract.

L. CONTRACTOR COMPLIANCE

If applicable, each respondent is required to be in compliance with the City of Scranton local tax requirements.

M. CONTRACT TERMINATION

A contract may be canceled by the City by giving the respondent written notice of intent to cancel.

N. CONTROLLING LAW

This Request for Qualifications is governed by, and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.

O. PROPOSAL INSURANCE REQUIREMENTS

Certificate of Insurance. A certificate of insurance of the prospective bidder's insurance coverage is **required** by the City of Scranton. The City **requires** the successful bidder to carry Professional Liability insurance at a minimum of \$1,000,000 occurrence/aggregate. All insurance coverage must be kept in effect during the contract period. The loss of insurance coverage could result in voiding the contract.

P. BIDDER'S ETHICS AND COLLUSION

Collusive Bidding: Any firm that submits more than one proposal in such a manner as to make it appear that one of the proposals submitted is competitive with that of a different proposer, or any two or more firms that agree to fix their respective proposals in such a manner as to be awarded the contract shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Bribery: Any firm that attempts to influence a City official to award this contract to such proposer's firm by promising to provide or by providing to such City official any gratuity, entertainment, commission or any other gift, in exchange for a promise to award the contract to such firm shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Conflict of Interest: Any firm that knows of any City official having a material direct or indirect financial interest in such proposer's firm shall be required to submit a written statement, along with the Form of Proposal, detailing such interest. Failure to disclose a known such financial interest shall result in the firm's disqualification from further consideration of award of this contract.

Q. INDEMNIFICATION

1. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

R. OPEN RECORDS LAW/PUBLIC INFORMATION

Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section 67.101 et. seq., a record in the possession of the City is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception.

Any contract dealing with the receipt or disbursement of funds by the City or the City's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the Law. The following are not subject to disclosure under an exception in the Law:

1. A proposal pertaining to the City's procurement or disposal of supplies, services or construction prior to the award of a contract or prior to the opening and rejection of all bids; and
2. Financial information of a bidder or proposer requested in an invitation to bid or request for proposals to demonstrate the bidder's or proposer's economic capability.

S. TRANSFERS AND ASSIGNMENTS

1. Consultant shall not, without written consent of the City, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the City shall render this agreement null and void.

2. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against bidder or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against the respondent, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

III. PROBLEM STATEMENT

The Request for Qualifications format for professional services enables the City to thoroughly evaluate the conditions for selection such as prior class action legal experience with sufficient flexibility in awarding the contract.

A. REJECTION OF PROPOSALS

The City of Scranton reserves the right to reject any and all proposals received resulting from this request and to negotiate with those respondents deemed finalists.

B. INCURRING COSTS

The City of Scranton will not be liable for costs incurred by the selected proposer prior to the issuance of a contract.

C. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held.

D. REFERENCES

As a requirement for consideration, proposals must include at least two (2) references, including contact information, who can attest to the attributes of the proposer. Experience in municipal class action litigation will be given greater consideration in the evaluation of the proposals.

IV. CRITERIA FOR SELECTION

A. EVALUATION PROTOCOL

All proposals received by the City of Scranton will be reviewed by the City Law Department. The Law Department will review the merits of content and select the proposal which most closely meets the requirements of the Request for Proposal. The final selection may not be the lowest cost proposal but that which most closely meets the requirements of the City.

B. SELECTION BASED ON QUALIFICATIONS

The proposal selected by the City Law Department will be deemed to respond most favorably to the requirements of the Request.

V. PROPOSAL REQUIREMENTS

Proposals must meet the identified criteria and format. Consideration will be based on compliance with those requirements. All other information considered relevant by the proposer will be included as addenda information to the proposal.

A. STATEMENT OF SERVICES RENDERED

The proposer will identify the scope of services provided to represent the municipality in litigation of the pending class action relating to its refuse fee.

B. MANAGEMENT SUMMARY

Provide a narrative description of the proposed effort and a list of services delivered by the proposer.

C. EXPERIENCE

Include examples of experience as a legal representative in any class action litigation. The documentation of experience should include primary and secondary legal representation, if applicable, and any pertinent experience of the support staff. References related to prior activities should be listed in the addenda section, including contact information.

D. PERSONNEL

Include the names of executive and professional personnel who will be assigned to the activities of the City of Scranton, including attorneys and support staff. Resumes for those assigned directly to the activities of the City may be included in the addenda section.

E. COST AND PRICE PROPOSAL

Fees should be solely in the form of a billable hourly rate plus costs. Varying billable rates between partners, associates, and support staff should be provided, along with all reimbursable costs to be billed.

F. RELATIONSHIPS

The proposal must identify any relationships of the firm and its principals and assigned employees with any official of the City of Scranton.

G. AFFIDAVITS

The following affidavits are required by the City of Scranton:

- Affirmative Action Certificate
- Certificate of Non-Segregated Facilities
- Non-Collusion Affidavit

H. CONTRACT

The party selected for legal services will execute the City of Scranton's standard professional services contract.

I. INSURANCE COVERAGE

All proposals submitted to the City of Scranton shall include the following:

- Certificate of Insurance. A certificate of insurance of the prospective bidder's insurance coverage is **required** by the City of Scranton. The City **requires** the successful bidder to carry Professional Liability insurance at a minimum of \$1,000,000 occurrence/aggregate. All insurance coverage must be kept in effect during the contract period. The loss of insurance coverage could result in voiding the contract. The loss of insurance coverages could result in contract termination;

- A statement of assurance attesting that the prospective proposer is not currently in violation of any regulatory rules and regulations that may impact its operations;
- A statement that the prospective proposer is not involved in any current litigation against or has any conflict with the City of Scranton.

Attachment A. Affirmative Action Certification

During the term of this contract, Bidder agrees as follows:

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's

City of Scranton
Request for Qualifications
Legal Services – Litigation – Refuse Class Action

noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

Attachment B. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

Attachment C. Non-Collusion Affidavit of Prime Bidder

STATE OF _____

COUNTY OF _____

_____, being
first duly sworn, deposes and says that:

1. He is _____
(Owner, partner, officer, representative or agent)

of _____, the Bidder that has
submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
 3. Such Bid is genuine and is not a collusive or sham Bid;
 4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
 5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.
-

Non-Collusion Affidavit
Signature Page

Signed _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____
_____, 20 _____

(TITLE)

MY COMMISSION EXPIRES _____
_____, 20 _____



Fox Rothschild LLP
ATTORNEYS AT LAW

**RFQ – City of Scranton – Legal Services –
Litigation – Class Action – Refuse**

Prepared for:

The City of Scranton

Jordann R. Conaboy
10 Sentry Parkway, Suite 200
P.O. Box 3001
Blue Bell, PA 19422
T: 610.397.2205
jconaboy@foxrothschild.com

EXHIBIT

tabbles®

"B"



Fox Rothschild LLP
ATTORNEYS AT LAW

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1 Proposal Requirements

2 Addendum: References

3 Addendum: Attorney Profiles

4 Addendum: Affidavits

5 Addendum: Evidence of Insurance





Fox Rothschild LLP
ATTORNEYS AT LAW

Jordann R. Conaboy
10 Sentry Parkway, Suite 200
P.O. Box 3001
Blue Bell, PA 19422
T: 610.397.2205
jconaboy@foxrothschild.com

September 3, 2019

City of Scranton
Office of the City Controller
2nd Floor
340 North Washington Avenue
Scranton, PA 18503

Re: RFQ – City of Scranton – Legal Services – Litigation – Class Action – Refuse

Dear Ms. Novembrino:

I write to propose that the City of Scranton (the "City") retain our law firm, Fox Rothschild LLP ("Fox" or the "firm"), to represent the City in the matter of *Guiffrida, et al. v. City of Scranton* (Lackawanna County Court of Common Pleas Docket No: 2016-CV-6933). We have familiarized ourselves with the matter and we are confident we can effectively represent the City in a cost-efficient manner. Enclosed please find the information required by the City's request for qualifications.

I will serve as Fox Rothschild's contact person regarding this proposal. My mailing address, email address, and phone number are listed in the letterhead above.

Our firm is eminently qualified to successfully and efficiently represent the City. We hope to have the opportunity to do so, and we would welcome the opportunity to discuss this proposal with representatives of the City.

Sincerely,



Jordann R. Conaboy



Fox Rothschild LLP
ATTORNEYS AT LAW

Proposal Requirements

A. Statement of Services Rendered

Fox proposes to represent the City in litigation of the pending class action relating to the City's reuse fee as set forth in scope of services within the RFQ.

B. Management Summary

The firm has robust, leading litigation and class action practices with a demonstrated track record of preparing and trying cases at the highest level. We have served as defense counsel in courts across the country on behalf of a variety of clients facing a wide range of class action lawsuits, and our disciplined approach to early case evaluation ensures that we put clients in a position to understand potential outcomes and risks, costs, and strategies for resolution. We pride ourselves on developing realistic budgets and sticking to them. Our team aggressively advocates for clients in both trial and appellate matters in state and federal courts throughout the country as well as arbitrations, mediations, and in administrative proceedings. Our practice is routinely recognized for its efforts and was named the 2015 and 2017 New Jersey Litigation Department of the Year by *New Jersey Law Journal*.

Our team is composed of seasoned litigators with decades of trial experience, which includes handling a wide variety of litigation matters for government entities. We frequently handle matters in local, state, and federal courts at the trial and appellate levels involving issues that affect local governments and organizations, and we customize strategies tailored to our clients' goals, both long and short term.

We're especially proud of our work in class action litigation where we have a track record of securing important legal victories early on, sometimes shutting down cases completely or significantly narrowing the scope in ways that save our clients time and money. Our attorneys are experienced in tackling class action claims with an aggressive approach that aims for quick dismissals, denial of class status and cutting overblown lawsuits down to size.

Public relations and media issues often arise in class actions, and Fox attorneys are experienced in crafting smart strategies to minimize the inherent risks in any publicity.

In addition, we have relationships and experience with the types of experts we believe the City will need in this matter, and the individual lawyers who we propose to work on this matter have extensive experience in cases like this one involving data analysis. We also have experience litigating against the firms representing the plaintiff and the class, and we would be very comfortable doing so again.





Fox Rothschild LLP
ATTORNEYS AT LAW

Our litigators have experience in responding to all types of class actions, including:

- Antitrust
- Business torts and unfair competition
- Consumer protection statutes, including TCPA and FACTA
- Corporate governance and mismanagement
- Environmental
- ERISA and other employment-related claims
- Franchise standards
- Insurance
- Product liability
- Securities fraud
- Wage and hour

Technology

Fox has robust internal resources across our Information Systems and Knowledge Management Departments, and we regularly develop proprietary solutions that provide workflow efficiencies and foster collaboration with clients to meet specific needs. In fact, Fox was recently ranked by BTI among the top 15 percent of all law firms for using technology in innovative ways to add value.

We currently use the Windows 10 operating system, and we have full access to Westlaw and other databases for legal research. The firm maintains a dedicated E-Discovery Practice and uses leading e-discovery software to process and cull electronically stored information and host document reviews in-house, saving clients up to 50-75 percent compared to third-party vendors.

In addition, we have sophisticated data storage capabilities that will allow us to securely and efficiently store and grant the City access to data and documents for the case. Our extranets can be tailored to the City's needs and feature a document management system; optional e-mail notifications when a document has been added or changed; custom lists to track tasks and display announcements; calendars to display key dates related to a project; and customizable security restrictions.

We welcome the opportunity to discuss what customized services and technological tools might help the City in its work with Fox.



C. Experience

Representative examples of our class actions experience include defense of:

- **CLS Transportation** in the pivotal wage and hour class action captioned *Iskanian v. CLS Transportation Los Angeles*, where the California Supreme Court held that its own prior decision in *Gentry v. Superior Court* had been overruled by the U.S. Supreme Court's decision in *Concepcion v. AT&T*. The ruling confirmed that class action waivers in employment arbitration agreements are enforceable.
- **Cheers Health** in TCPA class action in the U.S. District Court for the Southern District of Florida. Obtained full, voluntary dismissal of claims.
- **DirectSAT**, the largest subcontractor of DIRECTV, in a statewide, multiyear Rule 23 class action under the Illinois Minimum Wage Act. Secured a class decertification. Case settled favorably after the court ruled on a critical damages issue in DirectSAT's favor.
- **DirectSAT** in a nationwide collective action under the FLSA, alleging that managers were misclassified as exempt employees. Secured a class decertification and summary judgment.
- **Harleysville Insurance Co.**, in a putative consumer class action under the Fair and Accurate Credit Transaction Act in which the plaintiff alleged that a store printed more than the last five digits of the plaintiff's credit card number, we obtained a favorable settlement for the client.
- **James Hardie** in a multidistrict litigation in U.S. District Court for the District of Minnesota alleging violations of several state consumer protection statutes and breach of express and implied warranty claims in connection with advertising and allegedly defective siding. The court denied plaintiff class certification and granted summary judgment in James Hardie's favor.
- **Lockheed Martin** in a number of mass tort cases arising from claims of exposure to chemical by persons living in the vicinity of the company's Burbank facility. Resolved the matter in arbitration.
- **Lululemon Athletica, Inc.** in a putative nationwide employment class action and collective action alleging violation of wage laws. Secured a dismissal with prejudice.
- **McAlpine & Co.** in a class action in Minnesota alleging negligence and breach of warranty in connection with allegedly defective plumbing valves. Settled case on terms very favorable to clients with no discovery and no class certification.
- **Retail Properties of America, Inc.**, a public company, and its directors and officers in five related shareholder class actions in the Northern District of Illinois alleging breach of fiduciary duty and unjust enrichment. Secured dismissal of all five cases with prejudice.
- **Sleep Number**, a bed manufacturer and retailer, against a putative class action alleging violations of New Jersey furniture sales laws. Secured dismissal of the complaint at district court. Plaintiff's appeal is pending before the U.S. Court of Appeals for the Third Circuit.
- **Sleep Number** against a nationwide putative class action alleging violations of advertising laws. Secured dismissal without prejudice and anticipate that plaintiff will re-file.
- **Sony**, in a putative nationwide consumer class action in which the plaintiffs allege that Sony misrepresented certain functionality of its PlayStation 3 console. Successfully dismissed the warranty claims, which was upheld on appeal.





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ATTORNEYS AT LAW

- **Sony**, securing a dismissal of a putative nationwide consumer class action challenging the enforceability of Sony's arbitration clause and class action waiver contained in its terms and conditions and warranty.
- **SPX Corporation** in a consumer class action in the U.S. District Court for the District of Minnesota alleging violations of several state consumer protection statutes and breach of warranty claims in connection with its advertising and allegedly defective plumbing systems. Obtained early dismissal of claims.
- **TIER REIT, Inc.** and its board of directors in two putative shareholder class actions in the Northern District of Texas alleging breach of fiduciary duty and violation of federal securities laws. Secured judgment and dismissal of all claims.
- **UniTek et al.** in a putative FLSA collective action and putative Rule 23 class action under the Illinois Wage Payment and Collection Law. Secured summary judgment.
- **U.S. Legal Services Group** in its successful defense regarding a class action in the U.S. District Court for the District of Minnesota alleging violations of the Fair Credit Reporting Act (FCRA) and the Minnesota Debt Settlement Services Act in connection with alleged advertising and solicitation of debt settlement services.
- **Westfield Insurance Co.**, in an ERISA class action in which the plaintiffs unsuccessfully alleged that Westfield breached its fiduciary duty under ERISA in terminating a profit sharing plan and reducing life insurance benefits for all employees and retirees. After a trial in the U.S. District Court for the Northern District of Ohio, the jury rejected all claims and specifically found that Westfield did not breach its fiduciary duty to plaintiffs.
- **Westfield Insurance Co.** in an antitrust class action suit brought by a group of auto repair shops against numerous insurance companies premised on claims that the direct repair programs created for the benefit of insured consumers have unfairly reduced the profits of auto repairers. After the class action suit was consolidated with other similar actions around the nation and transferred to the Middle District of Florida, the district judge dismissed all claims as they relate to Westfield and found that Westfield's practices did not violate any state or federal laws.
- A national bank in a class action on behalf of the victims of a \$100 million Ponzi scheme. Successfully moved for dismissal of one class representative and ultimately secured a dismissal of all claims on summary judgment by the federal judge.
- A global electronics manufacturer, in securing a dismissal of a nationwide class action filed in the Northern District of California alleging consumer fraud, negligent misrepresentation, false advertising, and breach of express and implied warranties.
- Two private equity defendants against federal securities class action claims under Sections 14(a) and 20(a) of the Securities Exchange Act and state common law relating to the purchase of Life Time Fitness, Inc.
- A manufacturer in a putative ERISA class action in which former employees alleged that they were eligible for full early retirement benefits based on oral discussions with the company. The court found that oral statements to the plaintiffs did not form the basis for a claim under ERISA.
- Successfully defended large window manufacturer in several federal consumer class actions in federal courts in Minnesota, Ohio, Virginia, and Massachusetts alleging violations of state consumer protection statutes and breach of warranty claims in connection with its advertising and allegedly defective windows.





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ATTORNEYS AT LAW

D. Personnel

Fox is home to 950 attorneys throughout its 26 offices across the country. Each attorney's biography can be viewed at <https://www.foxrothschild.com/people/>. If needed, any of the firm's attorney's services will be available to the City. However, the firm proposes that the following attorneys make up the team responsible for performing work on behalf of the City, and a biography for each of these attorneys is attached in the addenda.

- Jordann R. Conaboy
- Colin D. Dougherty
- Stephanie B. Fineman
- Richard Lynn

The firm also has an extensive support staff, including paralegals, research specialists, investigators and legal assistants. The full extent of the firm's support staff will be available to the City if needed, and we can provide a full list of the support staff upon request. However, rather than listing each support staff member at each one of the firm's offices throughout the country in this proposal, we have listed below only those support staff members who we propose to serve as members of the firm's team representing the City:

- Jennifer Handforth (Paralegal)
- Jacqueline Armstrong (Legal Administrative Assistant)

The attorneys who we propose working on this matter are located in Blue Bell and Warrington, Pennsylvania. However, our firm has 26 office locations throughout the United States, as set forth below, and all of the firm's resources would be available to the City if needed.

- | | |
|---------------------|-----------------------|
| ■ Atlanta, GA | ■ Minneapolis, MN |
| ■ Atlantic City, NJ | ■ Morristown, NJ |
| ■ Blue Bell, PA | ■ New York, NY |
| ■ Charlotte, NC | ■ Philadelphia, PA |
| ■ Chicago, IL | ■ Pittsburgh, PA |
| ■ Dallas, TX | ■ Princeton, NJ |
| ■ Denver, CO | ■ Raleigh, NC |
| ■ Exton, PA | ■ San Francisco, CA |
| ■ Greensboro, NC | ■ Seattle, WA |
| ■ Greenville, SC | ■ Warrington, PA |
| ■ Las Vegas, NV | ■ Washington, DC |
| ■ Los Angeles, CA | ■ West Palm Beach, FL |
| ■ Miami, FL | ■ Wilmington, DE |





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E. Cost and Price Proposal

With respect to professional fees, the firm proposes to represent the city at a blended rate of \$330 per attorney, per hour. This would be a significant decrease from our firm's standard rates, particularly with respect to partners, and it is the same blended rate at which we represented the City in the past. With respect to support staff, the firm proposes to represent the city at a blended rate of \$155 per paralegal, per hour. If the City prefers, we are also open to discussing different alternative fee structures. We propose that the City will ultimately be responsible for costs associated with the litigation, but the firm is willing to front costs.

F. Relationships

As an NEPA native, Jordann Conaboy has likely met or interacted with City officials, but he does not have any known close personal relationship or a familial relationship with any City official. In addition, Fox Partner Christopher Roe has represented the City in several matters over the past decade. If the City provides a list of its officials, the firm can identify any additional client relationships or adversities. We are not presently aware of any other responsive relationship, but as a firm of 950 attorneys across 26 offices, we cannot necessarily identify or rule out personal relationships between our attorneys and all City officials.

G. Affidavits

The following executed affidavits are attached in the addenda:

- ☒ Affirmative Action Certificate
- ☒ Certificate of Non-Segregated Facilities
- ☒ Non-Collusion Affidavit

H. Contract

Fox will need to review the City's standard professional services contract before executing the agreement. This should not be an issue, however, as the firm and the City have contracted for legal services in the past.





Fox Rothschild ^{LLP}
ATTORNEYS AT LAW

I. Insurance Coverage

Evidence of professional liability insurance is attached in the addenda.

Fox attests that the firm is not currently in violation of any regulatory rules and regulations that may impact its operations, and the firm is not involved in any current litigation against nor has any conflict with the City of Scranton.





Fox Rothschild LLP
ATTORNEYS AT LAW

Addendum: References

We invite the City to call our references to confirm our team's capabilities. We have included phone numbers only for confidentiality purposes, but we would be happy to provide additional contact information such as physical and email addresses upon request.

■ **Qualtek USA LLC**
Elizabeth Downey, Chief Administrative Officer
Phone: 484-804-4505

■ **Aetna**
James J. McCarrie, Director, Litigation
Phone: 215-775-5526



Fox Rothschild LLP
ATTORNEYS AT LAW



Jordann R. Conaboy

Counsel

Blue Bell, PA
Tel: 610.397.2205
Fax: 610.397.0450

New York, NY
Tel: 212.878.7900
Fax: 212.692.0940

jconaboy@foxrothschild.com

Jordann's practice focuses primarily on complex commercial litigation. His experience includes litigation relating to healthcare, gaming, banking, land use, insurance, ERISA, construction accidents, fraud, RICO, personal injury, defamation, constitutional rights, class actions, partnership and franchise disputes, and various other issues. Jordann has represented clients in federal and state trial and appellate courts throughout the country, and he has experience representing clients in arbitration proceedings.

Before Fox Rothschild

Following law school, Jordann served as a law clerk to the Honorable Thomas I. Vanaskie of the United States Court of Appeals for the Third Circuit. During law school, he held judicial externships with both the Honorable Manuel J. Mendez of the New York Supreme Court and the Honorable Rolando T. Acosta of the New York Supreme Court, Appellate Division, First Department.

Immediately prior to joining Fox Rothschild, Jordann was a member of a boutique litigation firm in Philadelphia.

Representative Matters

- Obtained a \$37.4 million jury verdict in California state court against a group of surgery centers and their owners for fraud, contractual interference and other torts.
- Served as a member of the defense team in the longest civil trial in Philadelphia history relating to a building collapse.
- Secured exclusion of defense expert following a *Daubert* hearing and obtained a plaintiff's partial summary judgment award as to liability in an action for interference with prospective economic relations.
- Obtained a reversal by the Pennsylvania Supreme Court of a Pennsylvania Superior Court decision precluding key evidence in a defamation trial.
- Represented a bank's board of directors, successfully defeating summary judgment and obtaining a spoliation finding and a favorable settlement in a bad faith action.



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ATTORNEYS AT LAW

- Represented multiple clients in connection with grand jury proceedings.
- Counseled a health insurer and health plan administrator on various matters involving national health care billing fraud schemes.

Practice Areas

- Litigation
- E-Discovery

Bar Admissions

- Pennsylvania
- New York

Education

- New York School of Law (J.D., *cum laude*, 2013)
- Fordham University (B.S., 2010)
 - Dean's List



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Colin D. Dougherty

Partner

Blue Bell, PA
Tel: 610.397.3908
Fax: 610.397.0450

Chicago, IL
Tel: 312.541.0151
Fax: 312.517.9201

cdougherty@foxrothschild.com

An experienced litigator, Colin handles a range of employment and complex commercial disputes for clients across the United States. He regularly represents clients in the telecommunications, staffing, construction, insurance, cable/satellite television and health care industries in a wide array of litigation matters, including class action defense, wage and hour litigation, insurance disputes, health care litigation and construction law.

Additionally, Colin counsels clients on compliance with the Fair Labor Standards Act and state wage and hour laws.

Representative Matters

- Represents a major satellite television service provider and one of its largest subcontractors in employment, wage and hour and class action litigation matters.
- Represents a major national health care company in commercial litigation and employment litigation matters.

Before Fox Rothschild

Prior to joining the firm, Colin was a shareholder in a regional litigation boutique based in the Philadelphia area. He has also previously served as an assistant district attorney in Bucks County, Pennsylvania, and as the judicial clerk for the Honorable David W. Heckler, former president judge of the Court of Common Pleas for Bucks County.

Beyond Fox Rothschild

Colin is active in the local community as a Coach and Board member for the Ambler Whitpain Youth Football Association. He has also volunteered as a coach and Board Member for the Wissahickon Lacrosse Club. Further, Colin is also active in alumni activities for Germantown Academy and Cornell University.





Fox Rothschild LLP
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Honors & Awards

- Named to the "Employment Rising Stars" list by Law360 (2016)
- Named to the "Labor & Employment Stars - Midwest & Northeast" list by *Benchmark Litigation* (2018)
- Selected to the "Super Lawyers" list for Employment & Labor Law in Pennsylvania (2013-2019)
- Selected to the "Super Lawyers - Rising Stars" list for Employment & Labor Law in Pennsylvania (2008, 2010-2012)

Practice Areas

- Labor & Employment
- Litigation
- E-Discovery
- Class Actions
- Wage & Hour Law
- Employment Litigation
- Employee Privacy & Background Checks
- Employment Class Actions
- Appellate Practice

Bar Admissions

- Pennsylvania
- New Jersey
- Ohio
- Illinois

Court Admissions

- U.S. Supreme Court
- U.S. Court of Appeals, First Circuit
- U.S. Court of Appeals, Second Circuit
- U.S. Court of Appeals, Third Circuit
- U.S. Court of Appeals, Fourth Circuit
- U.S. Court of Appeals, Fifth Circuit
- U.S. Court of Appeals, Sixth Circuit
- U.S. Court of Appeals, Seventh Circuit
- U.S. Court of Appeals, Eighth Circuit
- U.S. Court of Appeals, Ninth Circuit
- U.S. Court of Appeals, Tenth Circuit
- U.S. Court of Appeals, Eleventh Circuit
- U.S. District Court, District of Colorado
- U.S. District Court, Central District of Illinois
- U.S. District Court, Northern District of Illinois (also a member of the Trial Bar)
- U.S. District Court, Southern District of Illinois
- U.S. District Court, Northern District of Indiana



Fox Rothschild LLP
ATTORNEYS AT LAW

- U.S. District Court, Southern District of Indiana
- U.S. District Court, Eastern District of Michigan
- U.S. District Court, Western District of Michigan
- U.S. District Court, Eastern District of Missouri
- U.S. District Court, District of New Jersey
- U.S. District Court, District of New Mexico
- U.S. District Court, Northern District of Ohio
- U.S. District Court, Southern District of Ohio
- U.S. District Court, Western District of Oklahoma
- U.S. District Court, Eastern District of Pennsylvania
- U.S. District Court, Middle District of Pennsylvania
- U.S. District Court, Western District of Pennsylvania
- U.S. District Court, Western District of Tennessee
- U.S. District Court, Eastern District of Texas
- U.S. District Court, Northern District of Texas
- U.S. District Court, Southern District of Texas
- U.S. District Court, Western District of Texas
- U.S. District Court, Western District of Wisconsin
- U.S. District Court, Eastern District of Wisconsin
- U.S. District Court, Eastern District of Oklahoma
- U.S. District Court, Northern District of Oklahoma

Education

- Villanova University School of Law (J.D.)
- Cornell University (B.S.)

Board of Directors

- Ambler/Whitpain Trojans Youth Football Association
- Wissahickon Lacrosse Club





Fox Rothschild LLP
ATTORNEYS AT LAW



Stephanie B. Fineman

Partner

Warrington, PA
Tel: 215.918.3545
Fax: 215.345.7507

sfineman@foxrothschild.com

Stephanie is co-chair of the firm's Class Action group and focuses her practice on complex commercial, product liability, class action, insurance and software litigation matters in federal and state courts throughout the country. Stephanie represents clients in a variety of industries, including manufacturing, technology, insurance, food and retail.

Among the matters Stephanie has handled, she:

- Successfully represented an insurance company, obtaining a complete defense jury verdict, in a multimillion-dollar termination and reduction of benefits class action brought by retirees.
- Achieved the pre-response voluntary dismissal with prejudice of all product liability claims against an automotive parts manufacturer by establishing that the product was unrelated to the plaintiff's injuries.
- Achieved multiple pre-response voluntary dismissals of all claims and crossclaims against an industrial products manufacturer by establishing the company's lack of involvement in the case.
- Obtained the dismissal with prejudice, without any settlement payment, of all claims and crossclaims against industrial products manufacturers in several multimillion-dollar product liability cases.
- Obtained a complete defense verdict for an industrial products manufacturer in a product liability arbitration.
- Successfully prevented the commencement of several multimillion-dollar product liability actions against industrial products manufacturers.
- Successfully prevented the commencement of a mass tort and product liability action against a gas manufacturer, as well as successfully avoided a related breach of contract action against the gas manufacturer.
- Negotiated a favorable settlement for an automotive parts manufacturer in a toxic tort case, as well as indemnity and reimbursement of legal fees and costs from a supplier.
- Obtained a favorable settlement for an insurance company's insured merchant, including indemnity from a supplier, in a Fair and Accurate Credit Transaction Act of 2003 (FACTA) class action.
- Achieved a favorable class settlement in a multibillion-dollar consumer class action.
- Achieved several favorable settlements for software companies in actions against customers that had breached their contracts and software licenses.



Fox Rothschild LLP
ATTORNEYS AT LAW

Before Fox Rothschild

Stephanie served as a law clerk to the Honorable Sandra Mazer Moss of the Court of Common Pleas of Philadelphia, where she gained experience in review and analysis of motions and petitions in medical malpractice, personal injury and real estate actions, and in the observation and participation of settlement conferences, oral argument and discovery court.

While in law school, Stephanie was the notes and comments editor for the Temple University James E. Beasley School of Law's *Environmental Law and Technology Journal*.

Beyond Fox Rothschild

Stephanie serves on the Board of Directors and the Development Committee for the Philadelphia Theatre Company. She has served on the Board of Directors for the nonprofit Child, Home and Community. She was also chair and vice-chair of the Bucks County Bar Association's Women Lawyers Division.

Honors & Awards

- Selected to the list of "Super Lawyers Rising Stars" in Pennsylvania for Product Insurance (2014-2019)
- Named a Temple University Beasley School of Law Scholar (2001-2004)

Practice Areas

- Litigation
- Class Actions
- Insurance
- Israel
- Manufacturing
- Food & Beverage

Bar Admissions

- Pennsylvania
- New Jersey

Court Admissions

- U.S. District Court, Eastern District of Pennsylvania
- U.S. District Court, District of New Jersey
- U.S. Court of Appeals, Third Circuit
- U.S. Court of Appeals, Sixth Circuit

Education

- Temple University James E. Beasley School of Law (J.D.)
- University of Virginia (B.A.)



Fox Rothschild LLP
ATTORNEYS AT LAW

Memberships

- American Bar Association
- Pennsylvania Bar Association
- Bucks County Bar Association
- Defense Research Institute
- Brandeis Law Society

Board of Directors

- Philadelphia Theatre Company





Fox Rothschild LLP
ATTORNEYS AT LAW



Richard Lynn

Associate

Blue Bell, PA

Tel: 610.397.2230

Fax: 610.397.0450

rlynn@foxrothschild.com

Richard represents clients in a variety of litigation matters.

Before Fox Rothschild

During law school, Richard served as an intern in the Bureau of Consumer Protection in the Pennsylvania Office of Attorney General. He was also a summer associate at Fox Rothschild and a law clerk at an East Coast-based law firm, where he represented commercial clients in lending actions. Additionally, he served as a litigation paralegal at a New York firm and as a legislative intern in the Connecticut General Assembly. Richard was also the executive editor for the *Temple Political and Civil Rights Law Journal*, where he published a comment discussing the expansion of New Jersey's sexual harassment laws.

Beyond Fox Rothschild

Richard has done pro bono work with the Wills for Heroes Foundation, which provides free estate planning documents to military veterans and first responders, including firefighters, police officers, paramedics, EMTs and other sworn personnel.

Honors & Awards

- Conwell Scholar
- Josef Jaffe Corporate Scholar
- Outstanding Oral Argument Recognition

Practice Areas

- Litigation
- E-Discovery

Bar Admissions

- Pennsylvania
- New Jersey



Fox Rothschild LLP
ATTORNEYS AT LAW

Education

- Temple University James E. Beasley School of Law (J.D., *cum laude*, 2016)
- Trinity College (B.A., 2011)

Languages

- German

Attachment A. Affirmative Action Certification

During the term of this contract, Bidder agrees as follows:

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will received consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's

City of Scranton
Request for Qualifications
Legal Services – Litigation – Refuse Class Action

noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: 9/3/19

Fox Rothschild LLP
(Name of Bidder)

BY [Signature]

TITLE Counsel

Attachment B. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.

DATE: 9/4/19

Fox Rothschild LLP
(Name of Bidder)

BY Jonathan R. Corraly

TITLE Counsel

City of Scranton
Request for Qualifications
Legal Services – Litigation – Refuse Class Action

Attachment C. Non-Collusion Affidavit of Prime Bidder

STATE OF Pennsylvania
COUNTY OF Montgomery
Jordann R. Conaboy, being
first duly sworn, deposes and says that:

1. He is a representative
(Owner, partner, officer, representative or agent)
of Fox Rothschild LLP, the Bidder that has
submitted the bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and
of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents,
Representatives, employees or parties in interest, including this affiant, has in any
way colluded, conspired, connived or agreed, directly or indirectly with any other
Bidder, firm or person to submit a collusive or sham Bid in connection with the
Contract for which the attached Bid has been submitted or to refrain from bidding
in connection with such Contract, or has in any manner, directly or indirectly,
sought by agreement or collusion or communication or conference with any other
Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or
unlawful agreement any advantage against the City of Scranton (Local Public
Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not
tainted by any collusion, conspiracy, connivance or unlawful agreement on the part
~~of the bidder or any of its agents, representatives, owners, employees or parties in~~
interest, including this affiant.

City of Scranton
Request for Qualifications
Legal Services – Litigation – Refuse Class Action

Non-Collusion Affidavit
Signature Page

Andrew R. Connelley
Counsel

Signed _____

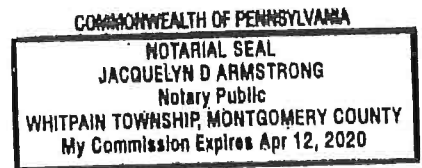
(TITLE) 9/3/19

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 3rd DAY OF September
, 20 19

Jacquelyn D. Armstrong
Notary
(TITLE)

MY COMMISSION EXPIRES April
12, 20 20





ALAS
Attorneys'
Liability
Assurance
Society

December 13, 2018

Fox Rothschild LLP
2000 Market Street
20th Floor
Philadelphia, PA 19103-3222

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Fox Rothschild LLP has Professional Liability Coverage under Policy ALA#1933 with an annual limit of \$50,000,000 per claim and \$100,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$1,000,000 each claim up to an aggregate of \$2,000,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2019 to January 1, 2020.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,
A RISK RETENTION GROUP**

By: Nancy Montroy Date: 12/13/2018
Nancy J. Montroy
Vice President - Director of Underwriting

311 S. Wacker Drive, Suite 5700
Chicago, IL 60606-6629
tel 312.697.6900
fax 312.697.6901

alas.com



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

October 9, 2019

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED


OCT - 9 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
CONTRACT WITH FOX ROTHSCHILD LLP TO PROVIDE LEGAL SERVICES TO
THE CITY OF SCRANTON IN THE REFUSE CLASS ACTION LITIGATION.

Respectfully,


 Jessica L. Eskra, Esquire
 City Solicitor

JLE/sl

RESOLUTION NO. _____

2019

AUTHORIZING APPOINTMENT OF GLYNIS M. JOHNS, 801 TOWNHOUSE BOULEVARD, SCRANTON, PENNSYLVANIA, 18508 TO SERVE AS A MEMBER OF THE SCRANTON PUBLIC LIBRARY AUTHORITY EFFECTIVE OCTOBER 1, 2019. MS. JOHNS IS BEING APPOINTED TO A FIVE (5) YEAR TERM WHICH WILL EXPIRE ON OCTOBER 1, 2024.

WHEREAS, the Mayor of the City of Scranton desires to appoint Glynis M. Johns as a member of the Scranton Public Library Authority effective October 1, 2019. Ms. Johns is appointed to a five (5) year term effective October 1, 2019 and will expire on October 1, 2024; and

WHEREAS, Glynis M. Johns has the requisite, experience, education and training necessary to serve as a member of the Scranton Public Library Authority.

NOW, THEREFORE, BE IT RESOLVED that Glynis M. Johns, 801 Townhouse Boulevard, Scranton, Pennsylvania is hereby appointed as a member of the Scranton Public Library Authority. Ms. Johns is appointed to a five (5) year term which will commence on October 1, 2019 and will expire on October 1, 2024.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

**OFFICE OF THE MAYOR**

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4101 • FAX: 570-348-4251

September 30, 2019

Honorable Council of the City of Scranton
340 N. Washington Ave.
Scranton, PA 18503

Re: Scranton Public Library Authority Appointment

Dear Council Members:

Please be advised that I am appointing, Glynis Johns, 801 Townhouse Blvd., Scranton, Pennsylvania, 18508 to the Scranton, Public Library Authority, effective October 1, 2019.

Ms. Johns' term will run for 5 years and will expire on October 1, 2024.

I respectfully request City Council's concurrence in this appointment.

Thank you,

A handwritten signature in black ink that reads "Wayne E. Evans". The signature is fluid and cursive, with the first and last names being more prominent.

Wayne E. Evans
City of Scranton

WEE/mm

Scranton Public Library Authority
Jessica Eskra, City Solicitor
David Bulzoni, Business Administrator
Glynis Johns



DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

October 9, 2019

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED
OCT - 9 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING APPOINTMENT OF GLYNIS M. JOHNS, 801 TOWNHOUSE BOULEVARD, SCRANTON, PENNSYLVANIA, 18508 TO SERVE AS A MEMBER OF THE SCRANTON PUBLIC LIBRARY AUTHORITY EFFECTIVE OCTOBER 1, 2019. MS. JOHNS IS BEING APPOINTED TO A FIVE (5) YEAR TERM WHICH WILL EXPIRE ON OCTOBER 1, 2024.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,

Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2019

AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ("PENNDOT") APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR TRAFFIC SIGNAL PERMIT NO. 40040 7th AVENUE/PROVIDENCE ROAD (SR 3029) AND OLIVE STREET/MUNCHAK WAY AND OLIVE PLAZA FOR MODIFICATIONS TO ACCOMMODATE NEW CINGULAR WIRELESS D/B/A/ AT&T MOBILITY SMALL CELL SITES PROJECT, INCLUDING MAST ARM REPLACEMENT.

WHEREAS, it is necessary for the Director of the Department of Public Works to sign and submit the traffic signal application on behalf of the City of Scranton. A copy of the application is attached hereto as Exhibit "A" and incorporated herein by reference thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Director of the Department of Public Works is authorized to sign and submit the traffic signal application on behalf of the City of Scranton for Traffic Signal Permit No. 40040 7TH Avenue/Providence Road (SR 3029) and Olive Street/Munchak Way and Olive Place for modifications to accommodate New Cingular Wireless d/b/a AT&T Mobility small cell sites project, including mast arm replacement.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of the Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.




BUREAU OF ENGINEERING

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4180 • FAX: 570-348-0197



MEMORANDUM

TO: Jessica Eskra, Esquire, City Solicitor

FROM:  John J. Pocius, P.E., P.L.S., City Engineer
LaBella Associates

DATE: October 3, 2019

RE: *Application for Traffic Signal Approval*
Traffic Signal Permit No. 40040
7th Avenue/Providence Road (SR 3029) and
Olive Street/Munchak Way and Olive Plaza

Enclosed is one copy (1) of TE-160 (6-12) Application for Traffic Signal Approval. New Cingular Wireless a/b/a AT&T Mobility is constructing a small cell project of limited range, limited height (37 foot radius center of one omni-directional antenna and radio box) on existing sign structure along the north westerly side of Providence Road (SR 3029) as shown on the attached Traffic Signal Plans. A Master Lease Agreement and an individual Site License Agreement for this site has been executed (see attached copies).

We recommend that a Resolution be prepared and forwarded to City Council indicating that *"The Director of the Department of Public Works of the City of Scranton is authorized and directed to submit the attached Application for Traffic Signal Approval to the Pennsylvania Department of Transportation and to sign this Application on behalf of the City of Scranton"*.

The Application cannot be signed and dated and witnessed until after the Resolution is passed by City Council and approved by the Mayor. If there are any questions on this matter, please do not hesitate to contact me at (570)904-6189.

JJP/lmz

Z-11-04-30 ESKRA memo-Permit No. 40040-10-3-2019

Enclosures

- c Dennis Gallagher, Director, Department of Public Works
Donald J. King, AICP, City Planner
Lori Reed, City Clerk
David Bulzoni, City Business Administrator
Mike Oser, NB&C
Jerilyn Luben, P.E., L&V
QA/QC C. File

Application for Traffic Signal Approval

Please Type or Print all Information in Blue or Black Ink



pennsylvania
DEPARTMENT OF TRANSPORTATION

County : LackawannaEngineering District : 4-0

Department Tracking # : _____

Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Dennis GallagherTitle : Director of Department of Public WorksMunicipal Name : City of ScrantonMunicipal Address : 340 North Washington Avenue, Scranton, PA 18503Municipal Phone Number : (570) 348-4180Alternative Phone Number : (570) 357-4988E-mail Address : dgallagher @ scrantonpa.govMunicipal Hours of Operation : 6:00 a.m. to 2:00 p.m.

B - Application Description

Location (intersection) : 7th Avenue/Providence Road (SR 3029) and Olive Street/Munchak Way and Olive PlazaTraffic Control Device is : ☐ NEW Traffic Signal ☒ EXISTING Traffic Signal (Permit Number) : 40040Type of Device (select one) ☒ Traffic Control Signal (MUTCD Section 4D, 4E, 4G) ☐ Flashing Beacon (MUTCD Section 4L) ☐ School Warning System (MUTCD Section 7B)☐ Other : _____Is Traffic Signal part of a system? : ☒ YES ☐ NO

System Number (if applicable) : _____

If YES, provide locations of all signalized intersections in system.

7th Avenue/Providence Road (SR 3029) and Olive Street/Munchak Way and Olive Plaza; 7th Avenue (SR 3029) and Ramps A-B; 7th Avenue (SR 3029) and Ramps C-D/Linden Place Driveway; 7th Avenue (SR 3029) and Linden Street (SR 3020); 7th Avenue and Lackawanna Avenue.

Explain the proposed improvements :

Modifications to accommodate small cell sites project, including mast arm replacement.

Associated with Highway Occupancy Permit (HOP)? : ☐ YES ☒ NO If YES, HOP Application # : _____

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

☐ Municipal Personnel ☐ Municipal Contractor ☒ Municipal Personnel & Contractor☐ Other : _____Maintenance and Operations Contact Name : Dennis GallagherCompany/Organization : City of ScrantonPhone # : (570) 357-4988Alternative Phone # : (570) 348-4180E-mail : dgallagher@scrantonpa.gov

D - Attachments Listing

☒ Municipal Resolution (required)☐ Location Map☐ Traffic Volumes / Pedestrian Volumes☐ Letter of Financial Commitment☐ Photographs☐ Turn Lane Analysis☐ Traffic Signal Permit☐ Straight Line Diagram☐ Turn Restriction Studies☐ Warrant Analysis☐ Capacity Analysis☐ Other : _____☐ Crash Analysis☐ Traffic Impact Study (TIS)☐ Traffic Signal Study☐ Condition Diagram

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



pennsylvania
DEPARTMENT OF TRANSPORTATION

County : LackawannaEngineering District : 4-0

Department Tracking # : _____

Initial Submission Date : _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Dennis Gallagher

Date : _____

Signed By : _____

Witness or Attest : _____

Title of Signatory : Director of Department of Public WorksTitle of Witness or Attester: City Solicitor

Exhibit "A":**Preventative and Response Maintenance Requirements**

pennsylvania
DEPARTMENT OF TRANSPORTATION

County :Lackawanna

Engineering District :4-0

Department Tracking # :

Initial Submission Date :

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule**KNOCKDOWNS**

Support - Mast arm
Support - Strain pole
Span wire/tether wire
Pedestal
Cabinet
Signal heads

TYPE OF REPAIR PERMITTED

Emergency or Final
Emergency or Final
Final Only
Emergency or Final
Emergency or Final
Final Only

EQUIPMENT FAILURE

Lamp burnout (veh. & ped.)
Local controller
Master controller
Detector sensor
 - Loop
 - Magnetometer
 - Sonic
 - Magnetic
 - Pushbutton
Detector amplifier
Conflict monitor
Flasher
Time clock
Load switch/relay
Coordination unit
Communication interface, mode
Signal cable
Traffic Signal Communications
Traffic Signal Systems

Final Only
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Final Only
Final Only
Emergency or Final
Final Only
Emergency or Final
Emergency or Final
Final Only
Final Only
Final Only

**Exhibit "B":
Recordkeeping**County : LackawannaEngineering District : 4-0

Department Tracking # : _____

Initial Submission Date : _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":
Signal Maintenance Organization**

County :Lackawanna

Engineering District :4-0

Department Tracking # :

Initial Submission Date :

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

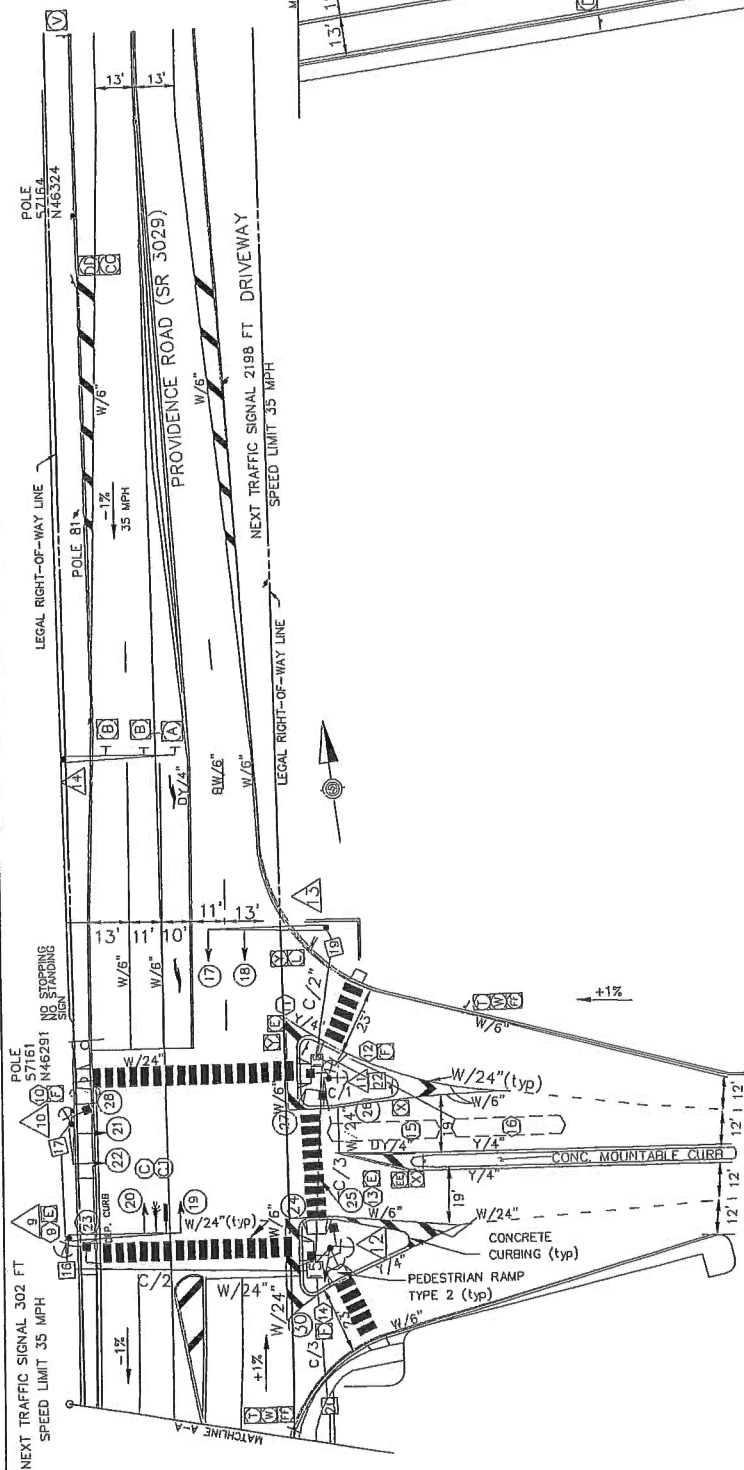
1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



SIGN TABULATION				MESSAGE
SIGN SYMBOL	SERIES	SIZE	QTY.	
A	R3-5L	30"x36"	2	LEFT TURN SIGN
B	R3-5R	30"x36"	5	STRAIGHT THROUGH SIGN
C	R3-5R	30"x36"	1	RIGHT TURN SIGN
D	R3-5R	30"x36"	1	LEFT LANE MUST TURN LEFT
E	R10-3E(R)	4'x15'	8	RIGHT TURN ON RED WALK SIGN WITH COUNTDOWN TIMER
F	R10-3E(R)	4'x15'	8	PUSH BUTTON FOR WALK SIGNAL WITH COUNTDOWN TIMER
G	R10-3E(R)	4'x15'	8	STOP
H	R1-5L	30"x36"	3	YIELD
I	R1-2	36"x36"	2	LEFT TURN YIELD ON GREEN
J	R10-12	30"x36"	2	LEFT TURN YIELD ON GREEN
K	D3-5	96"x28"	1	STREET NAME SIGN <-- Providence Rd
L	D3-5	96"x28"	1	STREET NAME SIGN <-- Providence Rd
M	D3-5	96"x28"	1	STREET NAME SIGN <-- Seventh Ave
N	D3-5	96"x28"	1	STREET NAME SIGN <-- Providence Rd
O	D3-5	96"x28"	1	STREET NAME SIGN <-- W Olive St
P	D3-5	78"x28"	1	STREET NAME SIGN <-- W Olive St
Q	D3-5	78"x28"	1	STREET NAME SIGN <-- W Olive St
R	R1-6SR	30"x36"	1	OPTIONAL RIGHT TURN SIGN
S	W1-2	30"x30"	6	PEDESTRIAN CROSSING
T	W1-3	35"x36"	1	SIGNAL AHEAD
U	W1-3	35"x36"	1	PEDESTRIAN CROSSING
V	W1-3	35"x36"	1	SIGNAL AHEAD
W	R1-5	24"x18"	6	YIELD TO PEDES IN CROSSWALK
X	OM1-3	18"x18"	6	OBJECT MARKER
Y	R5-1	30"x30"	8	DO NOT ENTER
Z	R10-7	24"x30"	1	DO NOT BLOCK INTERSECTION
AA	W12-1	35"x36"	1	DOUBLE ARROW SIGN
AB	W12-1	35"x36"	1	NO PARKING SIGN
AC	R8-3	12"x12"	1	NO PARKING SIGN
AD	R7-3	30"x30"	1	NO PARKING SIGN
AE	W12-2	35"x36"	1	KEEP RIGHT SIGN
AF	W12-2	35"x36"	1	KEEP RIGHT SIGN
AG	W12-2	35"x36"	1	DIAGONAL DOWNWARD ARROW

LEGEND	
	MAST ARM/LENGTH
	IDENTIFYING NUMBER
	PEDESTRIAN SIGNAL HEAD
	W/IDENTIFYING NUMBER
	W/IDENTIFYING NUMBER
	SIGN
	IDENTIFYING LETTER
	LOOP SENSOR/SIZE
	AREA OF VIDEO DETECTION
	VIDEO DETECTOR
	EMERGENCY
	PRE-COLLISION DETECTOR
	FLASHING BEACON
	CONTROLLER CABINET
	SPREAD SPECTRUM RADIO
	JUNCTION BOX
	CONDUIT
	LUMINAIRE/LENGTH
	DOUBLE
	UTILITY POLE

PREPARED BY:
LLV ENGINEERING, LLC

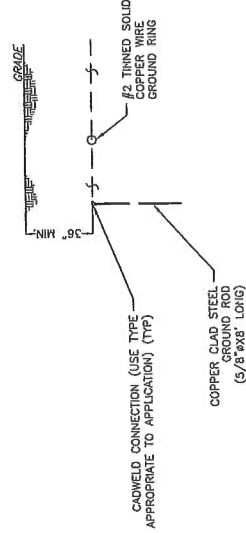


REPLACE TRAFFIC SIGN
SUPPORT & ONLY

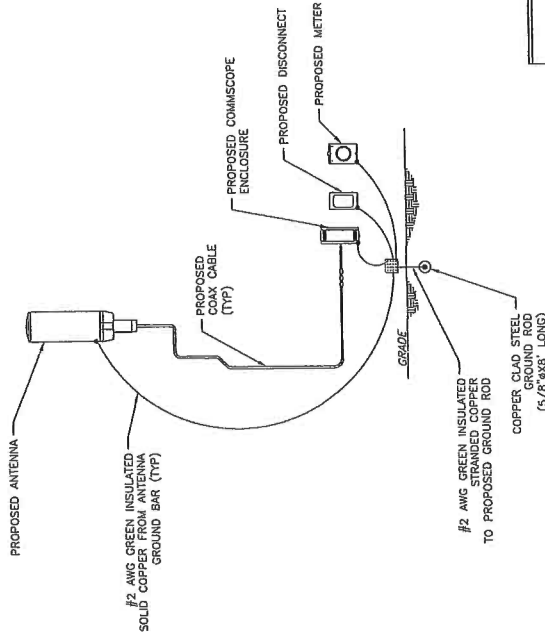
COUNTY:	LACKAWANNA
MUNICIPALITY:	CITY OF SCRANTON
INTERSECTION:	7TH AVE./PROVIDENCE RD. (S.R. 3026) AND W. OLIVE ST./MUNCHAK WAY. AND W. OLIVE PLAZA
REVIEWED:	
MUNICIPAL OFFICIAL	DATE
RECOMMENDED:	
DISTRICT TRAFFIC ENGINEER	DATE

REPLACE TRAFFIC SIGN
SUPPORT 8 ONLY

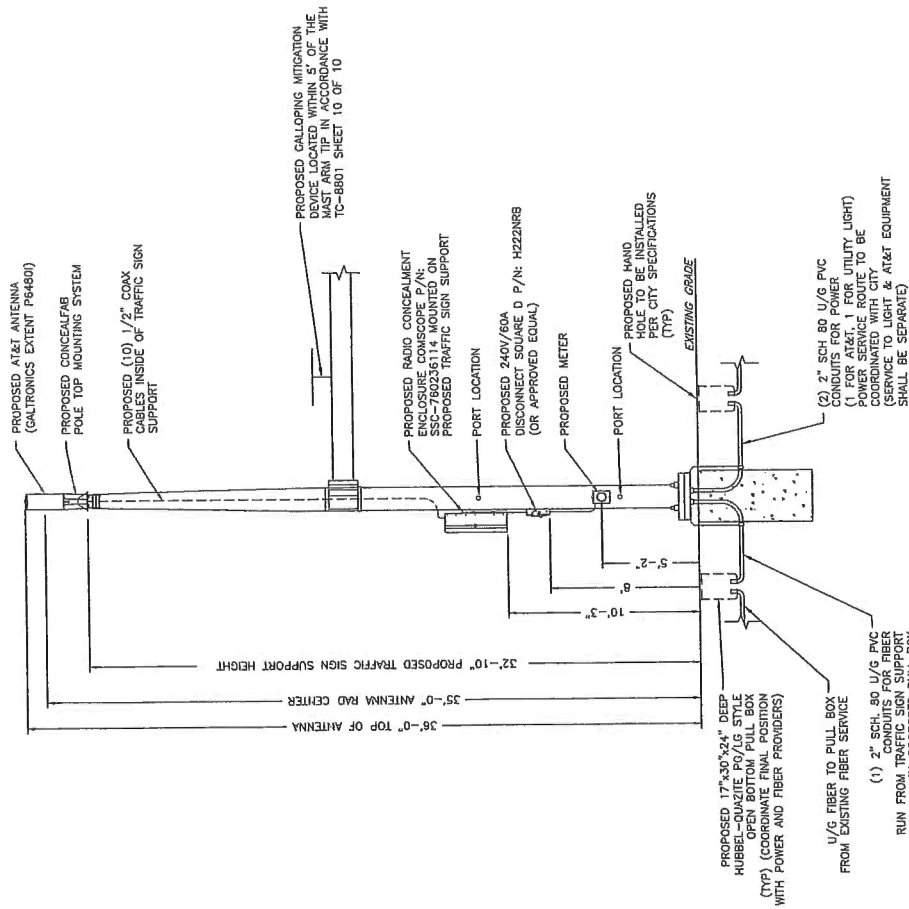
DISTRICT	COUNTY	ROUTE	SECTION	SHEET
4-0	LACKAWANNA			
CITY OF SCRANTON				
PERMIT NO. 40040	SHEET 5 OF 5			
DATE ISSUED: 05/17/08	DATE REVISED:			
REVISION NUMBER	REVISIONS	DATE	BY	
1	ADDITIONAL APPROACH AT ICEBOX DRIVEWAY		SMS	
2	AS BUILT PLANS			
3	REPLACE TRAFFIC SIGN SUPPORT B ONLY	12/17/18	JDL	



TYPICAL GROUND ROD DETAIL



GROUNDING RISER DIAGRAM



TRAFFIC SIGN SUPPORT A DETAIL

COUNTY:	LACKAWANNA
MUNICIPALITY:	CITY OF SCRANTON
INTERSECTION:	7TH AVE./PROVIDENCE RD. (S.R. 3029) AND W. OLIVE ST./MUNCHAK WAY; AND W. OLIVE PLAZA
REVIEWED:	
MUNICIPAL OFFICIAL:	
DATE:	
RECOMMENDED:	
DISTRICT TRAFFIC ENGINEER:	
DATE:	

PREPARED BY:
LAW ENGINEERING, LLC



REPLACE TRAFFIC SIGN SUPPORT B ONLY

RESOLUTION NO. 212

2017

Introduced in Council on above date and
referred to Committee on RULES

November 30, 2017

City Clerk

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A MASTER LEASE AGREEMENT BETWEEN THE CITY OF SCRANTON, HEREINAFTER DESIGNATED ("LESSOR") AND NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, WITH ITS PRINCIPAL OFFICES AT 575 MOROSGO DRIVE, ATLANTA, GA 30324, HEREINAFTER DESIGNATED ("LESSEE") TO LEASE SPACE TO LESSEE WITH RESPECT TO PARTICULAR SITES AT WHICH LESSEE WISHES TO INSTALL, MAINTAIN, AND OPERATE, SMALL CELL COMMUNICATIONS EQUIPMENT, AS WELL AS ANY AND ALL NECESSARY LEASE SUPPLEMENTS OUTLINED HEREIN.

WHEREAS, Lessor is the owner of or holds a leasehold interest in certain buildings, light poles, utility poles, traffic control poles, facilities, rights of way and/or real property which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission ("FCC") to Lessee; and

WHEREAS, Lessee desires to install, maintain, and operate small cell communications equipment in and/or upon certain of Lessor's buildings, light poles, utility poles, traffic control poles, facilities, rights of way and/or real property; and

WHEREAS, Lessor and Lessee desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which Lessor may wish to permit Lessee to install, maintain, and operate small cell communications equipment as herein after set forth; and

WHEREAS, Lessor and Lessee acknowledge that they will enter into a Lease Supplement ("Supplement") substantially in the form as attached hereto as Exhibit "A". Lessee proposes to lease said space as outlined in Exhibit "B" attached hereto

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City officials are hereby authorized to execute and enter into the attached Master Lease Agreement between the City of Scranton (Lessor) and New Cingular Wireless PCS, LLC (Lessee) to lease space to Lessee with respect to particular sites at which Lessee wishes to install, maintain, and operate small cell communications equipment as well as any and all Lease Supplements for the locations in Exhibit "B" attached hereto.

CERTIFIED COPY

L. Reel City Clerk

Scranton, Pa. December 7, 2017
Committee on Rules reports favorably
on the within resolution.

Chairman

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

Passed by the Council

December 7, 2017

Receiving the Affirmative votes of Council Persons

Perry, Rogan, Evans, Wechsler

Negative NONE Absent-Gaughan

[Signature]

President

Approved 12-2-17

[Signature]

Mayor

[Signature]

City Clerk

Certified Copy

Node 26 - CRAN_HARLY_SCRANTON_SCRN1_006

LEASE SUPPLEMENT

This Lease Supplement ("Supplement"), is made this 5 day of April, 2018, between The City of Scranton, having an address of 340 North Washington Street, Scranton, Pennsylvania 18711 ("Lessor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, whose principal place of business is 575 Morosgo Drive, Atlanta, GA 30324 ("Lessee").

1. Master Lease Agreement. This Supplement is a Supplement as referenced in that certain Master Lease Agreement between The City of Scranton and New Cingular Wireless PCS, LLC, dated December 13, 2017, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. Premises. Lessor hereby leases to Lessee certain spaces on and within Lessor's Property located at 835 Providence Road, Scranton, PA 18508. The Premises leased by the LESSOR to the LESSEE hereunder is shown on Exhibit "I" attached hereto and made a part hereof.

3. Term. The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement.

4. Consideration. Rent under this Supplement shall be One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) per year, payable to The City of Scranton at 340 North Washington Avenue, Scranton, Pennsylvania 18711. The annual rental for each extension term will be increased at the rate of fifteen percent (15%) of the annual rental for the previous term.

5. Site-Specific Terms. (Include any site-specific terms)

* The following subsection 5 (a) shall be added to the first ten (10) Supplements **only** that are signed between the Parties:


a. ADDITIONAL RENT ("Capital Costs"). As additional rent, LESSEE further agrees to pay LESSOR a non-refundable one-time payment of Five Thousand and 00/100 dollars (\$5,000.00) on the first ten (10) fully executed Supplements, which shall be due and payable within thirty (30) days of the commencement of construction under the applicable Supplement ("Capital Costs"). The parties understand and agree that the Capital Costs are being paid to LESSOR to reimburse LESSOR for fees incurred in the performance of this Agreement, and no further Capital Costs shall be payable to LESSOR beyond the first ten (10) fully executed Supplements. The cumulative Sum of Capital Costs paid by LESSEE to LESSOR shall not exceed Fifty Thousand and 00/100 (\$50,000.00). This Supplement is the seventh Supplement entered into between the Parties.

IN WITNESS WHEREOF, the Parties hereto have set their hand and affixed their respective seal the day and year first above written.

[Signature Page To Follow]

LESSOR:

The City of Scranton

By: 
Name: William L. CourtrightTitle: Mayor
Date: 3-22-18
WITNESS**LESSEE:**New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: ManagerBy: 
Name: John GreenTitle: Area Manager, Construction
and EngineeringDate: 4/5/18
WITNESS

CITY OF SCRANTON

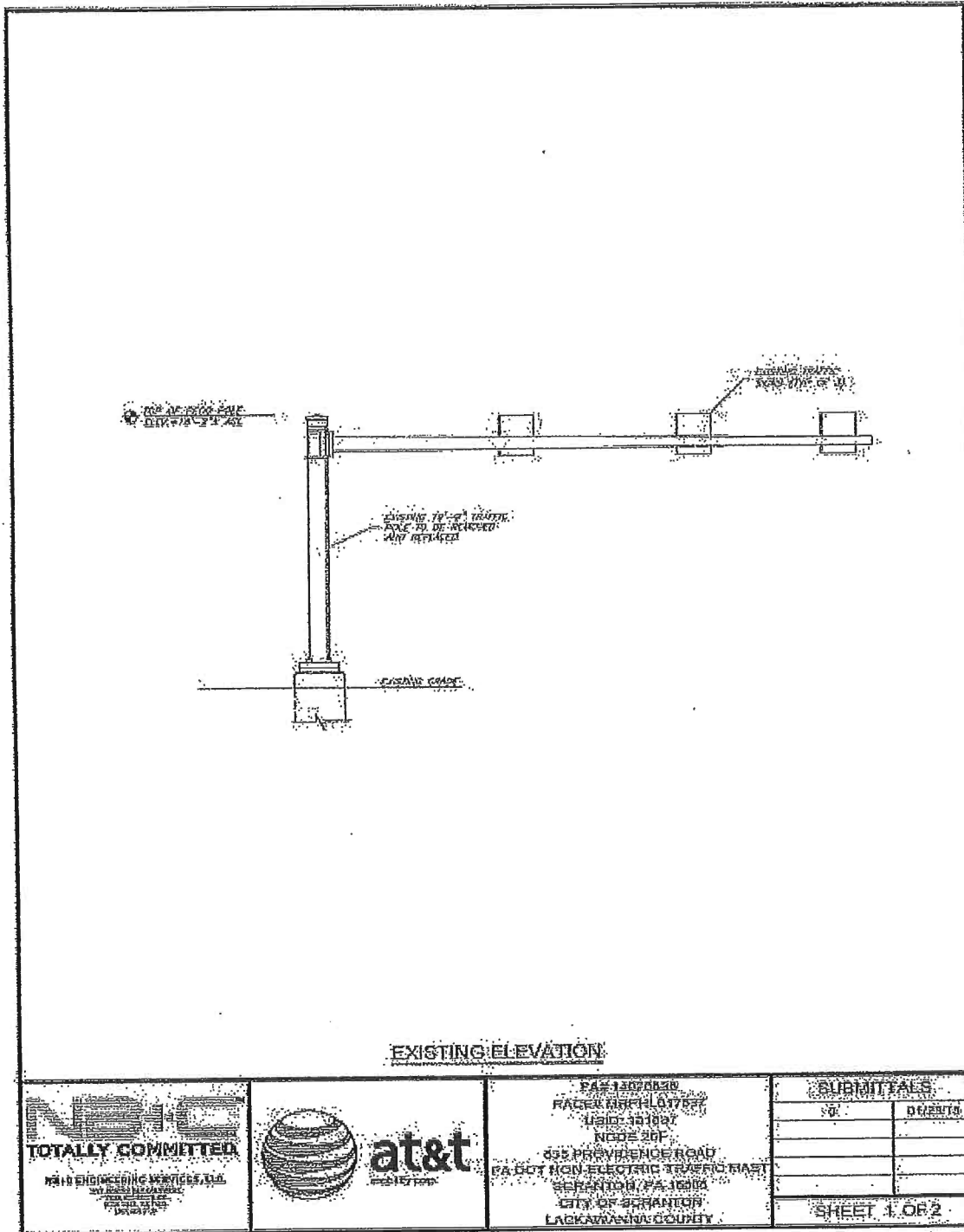
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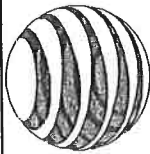
BY: L. Reed
Lori Reed, City ClerkDate: 3.22.2018BY: W. L. Courtright
William L. Courtright, MayorDate: 3-22-18BY: Roseann Novembrino
Roseann Novembrino, City ControllerDate: 3-28-18

APPROVED AS TO FORM:

BY: J. Eskra
Jessica L. Eskra, Esq., City SolicitorDate: 3/23/18

EXHIBIT 1
SITE PLAN OF PREMISES





at&t
mobility corp.

FA NUMBER: 14076638 / PACE NUMBER: MRPHL017537 / USID: 181897

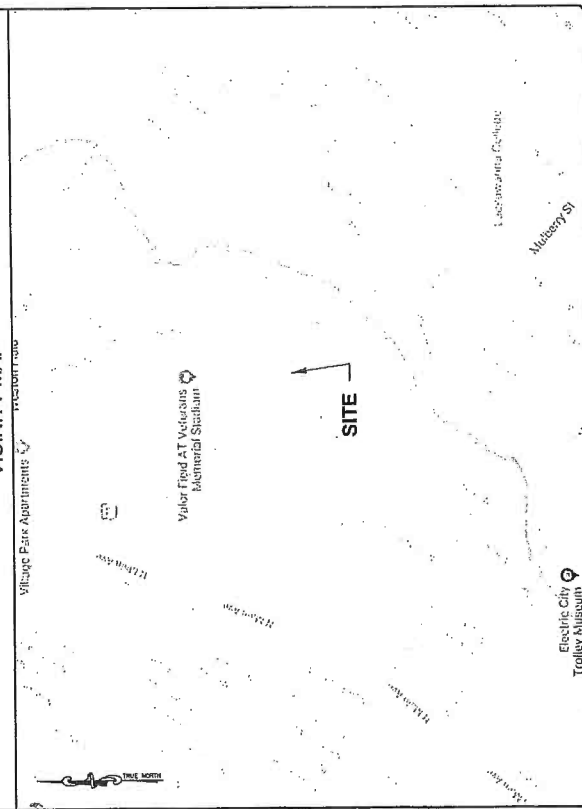
SITE NAME: NODE 26F PA DOT NON-ELECTRIC TRAFFIC MAST

SMALL CELL PROJECT
835 PROVIDENCE ROAD, SCRANTON, PA 18508
CITY OF SCRANTON, LACKAWANNA COUNTY

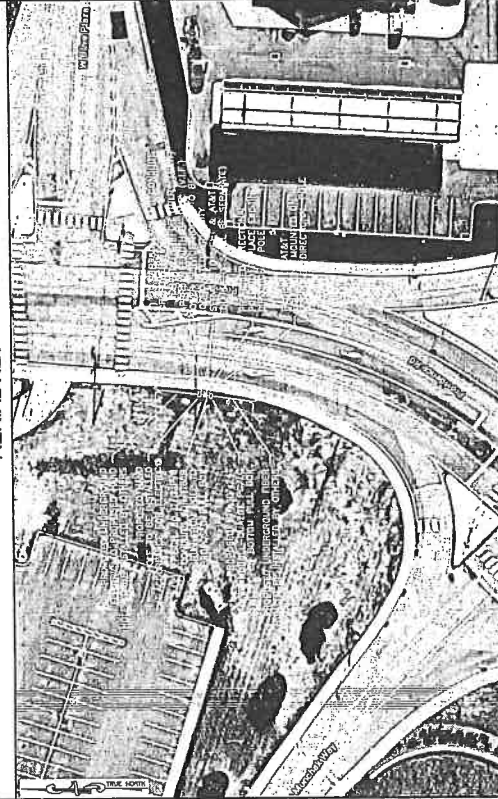


Know what's below.
Call before you dig.

VICINITY MAP



AERIAL KEY



THESE DRAWINGS ARE SCALED TO FULL SIZE AT 22"x34" AND HALF SIZE AT 11"x17". CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND ALL DIMENSIONS SHALL BE INDICATED IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAME. CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICE TO PREVENT STORM WATER POLLUTION DURING CONSTRUCTION.

PROJECT INFORMATION

SITE ADDRESS: 835 PROVIDENCE ROAD
SCRANTON, PA 18508
LONGITUDE (WGS84): 76.146174
LATITUDE (WGS84): 41.75166287
JURISDICTION: CITY OF SCRANTON
LACKAWANNA COUNTY
CONSTRUCTION TYPE: I/B
USE GROUP: U
TELCO PROVIDER: LNS
POWER PROVIDER: TPA
1-800-342-5775
GROUND ELEVATION: 688.0' (MARS)

CODE COMPLIANCE

- ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.
- PA UCC2008 BC
 - 2011 NATIONAL ELECTRICAL CODE
 - NFPA 700, LIGHTING PROTECTION CODE
 - 2003 NFPA 101, LIFE SAFETY CODE
 - 2003 IFC
 - AMERICAN CONCRETE INSTITUTE
 - AMERICAN INSTITUTE OF STEEL CONSTRUCTION
 - MANUAL OF STEEL CONSTRUCTION 13TH EDITION
 - ANSI/TIA-222-G OR LATEST EDITION
 - TIA 607
 - INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEER
 - IEEE C62 NATIONAL ELECTRIC SAFETY CODE LATEST EDITION
 - TELECOMIA GR-425
 - ANSI/311

DRAWING INDEX

- | DRAWING INDEX | |
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| 01 | TITLE SHEET |
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| 04 | EXISTING & PROPOSED ELEVATION |
| 05 | ANTENNA DETAILS |
| 06 | EQUIPMENT DETAILS |
| 07 | GROUNDING DETAILS |
| 08 | ELECTRICAL DIAGRAM & DETAILS |
| 09 | FOUNDATION NOTES & DETAILS |

USE IN CONCRETE FOUNDATIONS
WORK IS TO BE PERFORMED ON THIS SITE
WITHOUT REVIEW OF THE APPROVED STRUCTURAL
DESIGN. CONTRACTOR SHALL NOTIFY THE ENGINEER
IN WRITING.



PENNSYLVANIA LAW REQUIRES TO
THIS ANY EARTH MOVING ACTIVITIES

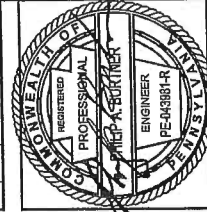
NEC
TOTALLY COMMITTED.
NEMO ENGINEERING SERVICES, LLC
1777 YORK ST. SUITE 400
ELLENIC, PA 16822
(814) 838-1232



FA# 14076638
PACE# MRPHL017537
USID: 181897
835 PROVIDENCE ROAD
PA DOT NON-ELECTRIC
TRAFFIC MAST
SCRANTON, PA 18508
CITY OF SCRANTON
LACKAWANNA COUNTY

REVISIONS

REV	DATE	DESCRIPTION	BY
1	08/01/14	ISSUED FOR PERMITTING	JC
2	08/01/14	REVISED PER COMMENTS	JPD
3	08/01/14	PRELIMINARY ON	JPD



PHILIP A. BURKNER, P.E.
PENNSYLVANIA PROFESSIONAL ENGINEER
LICENSE #43881-R

TITLE SHEET

SHEET

01 OF 09

GENERAL NOTES:

[illegible][illegible][illegible][illegible][illegible][illegible]

GROUNDING GUIDELINES:

[illegible][illegible][illegible]

1. CHECK TO MAKE SURE ALL CONNECTIONS ARE TIGHTENED TO PROPER TIGHTENING SPECIFICATIONS BEFORE YOU BEGIN.
2. NOTES THIS STEP DOES NOT NEED A CHURTY WRAP BECAUSE THE TAPE DOES NOT ACTUALLY ADHESIVE TO THE CONNECTION BELT BUT RATHER TO INSUL, ALSO MENTIONED AS SELF-MANAGING TPE.
3. WRAP CONNECTIONS INSIDE THE WRAP SOLGANT WITH TAPE TO FORM A PROPER CHURTY COVER ALL OF THE SAME HEAT SHIELDING (AT LEAST 1-1/2 INCH PAST THE END OF THE CHURTY)
4. IF THIS WIRE IS NOT PULLED THRU WALE WRAPPING YOU WILL CREATE PROPER SLOP 2 LAMERS OF 3/4" TAPE SHOULD BE STRETCHED TO CHANGE DUE TO INSUL.
5. WAP AT LEAST 2 LAMERS OF 3/4" TAPE EACH LAMER SHOULD COVER A MINIMUM OF 1/2" OF THE CHURTY.

[illegible]

ARE NO BREAKS IN SEAL THROUGH-OUT THE STRIKER TUNNEL.

AIRBURNER'S GLASS BALL

1. APPLY THERMALLY CONDUCTIVE TO SPECIFICATION.
2. APPLY ONE LAYER OF 1/4 INCH BLACK TAPE AROUND ENTIRE CONNECTOR ENDING AT LEAST 1-1/2 INCHES EAST TOP AND BOTTOM OF CONNECTOR TO PREVENT ANY MOISTURE FROM ENTERING TOP AND BOTTOM OF CONNECTOR.
3. INSPECT THE DEVICE TO MAKE SURE IT IS NOT CRACKED, CRACKED OR NOT BEING USED. MAKE SURE THAT WILL HAVE BEEN FROM HAVING A FULL SEAL AROUND THE CONNECTOR.
4. USE ONLY CORRECT TYPE FOR CABLE AND CONNECTOR TYPE - I.E. 1/2 INCH FOR 1/2 INCH AND 3/8 INCH FOR 3/8 INCH.

[illegible][illegible][illegible][illegible]

- J. ALL JOINTS SHALL BE PROTECTED AGAINST CORROSION BY THE APPLICATION OF AN ANTI-RUST COMPOUND TO EXPOSED SURFACES.
- K. ALL JOINTS SHALL BE PROTECTED AGAINST CORROSION BY THE APPLICATION OF AN ANTI-RUST COMPOUND TO EXPOSED SURFACES.
- L. ALL JOINTS SHALL BE PROTECTED AGAINST CORROSION BY THE APPLICATION OF AN ANTI-RUST COMPOUND TO EXPOSED SURFACES.
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- S. ALL JOINTS SHALL BE PROTECTED AGAINST CORROSION BY THE APPLICATION OF AN ANTI-RUST COMPOUND TO EXPOSED SURFACES.
- T. ALL JOINTS SHALL BE PROTECTED AGAINST CORROSION BY THE APPLICATION OF AN ANTI-RUST COMPOUND TO EXPOSED SURFACES.
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- Y. ALL JOINTS SHALL BE PROTECTED AGAINST CORROSION BY THE APPLICATION OF AN ANTI-RUST COMPOUND TO EXPOSED SURFACES.
- Z. ALL JOINTS SHALL BE PROTECTED AGAINST CORROSION BY THE APPLICATION OF AN ANTI-RUST COMPOUND TO EXPOSED SURFACES.

[illegible]

10. BARS AND COUPLINGS:
 - a. PROVIDE SURFACES TO RESIST PAIN, DENTS, CRACKS, FELLOW, PLACES OF STRESS AND OTHER WEARABLES. SHALL BE WELDED TO THE OTHER END OF THE BAR AFTER TESTING. COUPLERS TO BE BLANK, FINISH THROUGHTOUT. CLEAN OF ALL OIL, GREASE, AND OTHER CONTAMINANTS. COUPLERS TO BE WELDED TO THE OTHER END OF THE BAR AFTER TESTING. COUPLERS TO BE WELDED TO THE OTHER END OF THE BAR AFTER TESTING.
11. PARTS LIST:
 - a. PARTS LIST SHALL BE SUBMITTED WITH THE DRAWINGS. THE PARTS LIST SHALL BE IN ACCORDANCE WITH THE PART MANUFACTURER'S PARTS LISTING. THE PARTS LIST SHALL BE IN ACCORDANCE WITH THE PART MANUFACTURER'S PARTS LISTING. THE PARTS LIST SHALL BE IN ACCORDANCE WITH THE PART MANUFACTURER'S PARTS LISTING.
12. FINISHING:
 - a. FINISHING SHALL BE IN ACCORDANCE WITH THE PART MANUFACTURER'S FINISHING REQUIREMENTS. THE FINISHING SHALL BE IN ACCORDANCE WITH THE PART MANUFACTURER'S FINISHING REQUIREMENTS. THE FINISHING SHALL BE IN ACCORDANCE WITH THE PART MANUFACTURER'S FINISHING REQUIREMENTS.

11. INSULATION
THE JOISTS SHALL BE SPACED AT MAXIMUM OF 16" O.C.
INSULATION SHALL BE R-8.

NEC
TOTALLY COMMITTED.

NE+C ENGINEERING SERVICES, I.L.C.
1777
HARRIS PARKWAY WEST
VENA 17, SUITE 400
BLUE BELLS, PA 19422
(215) 460-0122



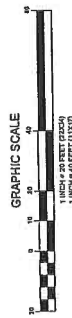
FA# 14076638
- PACE# MRPHL017537
USID: 181887
NODE 26F
835 PROVIDENCE ROAD
PA DOT NON-ELECTRIC
TRAFFIC MAST
SCRANTON, PA 18508
CITY OF SCRANTON
LACKAWANNA COUNTY

REVISIONS			
REV	DATE	DESCRIPTION	BY
0	01/29/14	PRELIMINARY CEN	PMO
1	03/01/14	REVISED PER COMMENTS	PMO
2	05/27/14	ISSUED FOR PERMITS	JC

PHILIP A. BURTHNER, P.E.
PENNSYLVANIA PROFESSIONAL ENGINEER
LICENSE #045361-R

SHEET NUMBER	SHEET	NOTES
02 OF 09		

TRUE NORTH



PHILIP A. BURTNER, P.E.
PENNSYLVANIA PROFESSIONAL ENGINEER
LIC# 00055-0002084-D

SITE PLAN

SHEET
03 OF 09

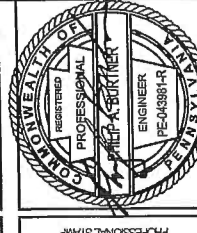
NEC
TOTALLY COMMITTED.

NEC ENGINEERING SERVICES, I.L.C.
1777 CENTURY PARKWAY WEST
POVA 17, SUITE 400
BLUE BELL, PA 19022
(717) 465-0122



FA# 14076638
PACE# MRPHL017537
USID: 181897
NODE 26F
835 PROVIDENCE ROAD
PA DOT NON-ELECTRIC
TRAFFIC MAST
SCRANTON, PA 18508
CITY OF SCRANTON,
LACKAWANNA COUNTY

REVISIONS					
1	SQZIN#8	ISSUED FOR PERMITTING	AC		
2	SQZIN#9	REVISED PER COMMENTS	PWD		
0	SQZIN#0	PERMUTATION Cdn	PWD		
REV	DATE	DESCRIPTION	BY		



PHILIP A. BURTNER, P.E.
PENNSYLVANIA PROFESSIONAL ENGINEER
LIC# 00055-0002084-D

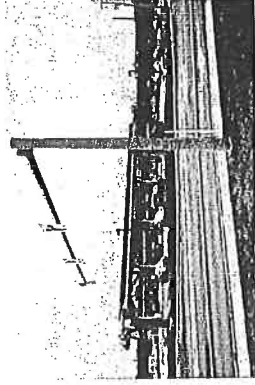
SITE PLAN

SHEET
03 OF 09

ISSUED FOR PERMITTING ONLY

NOTE:

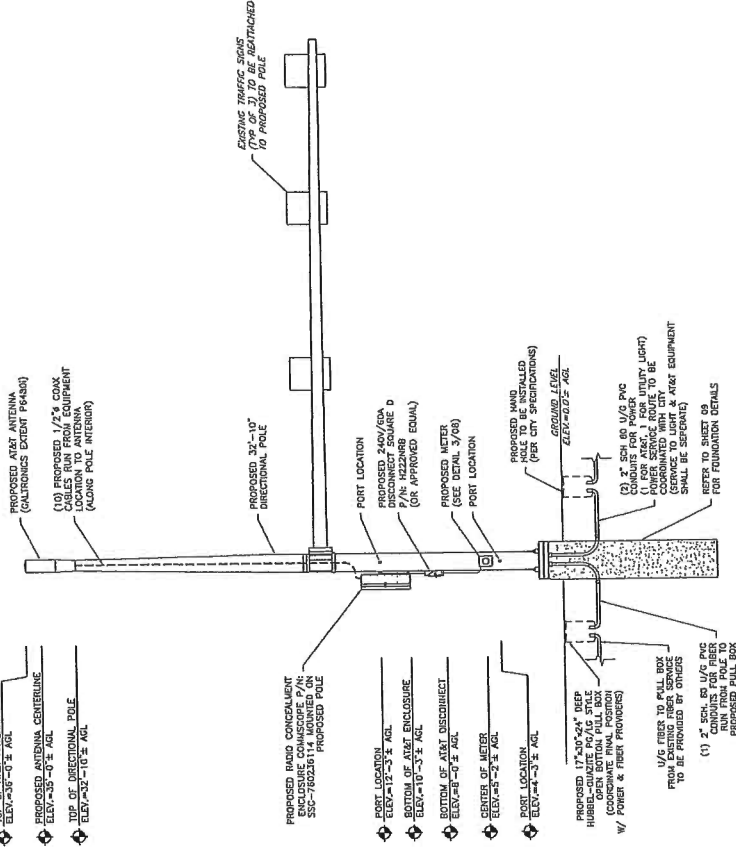
1. ALL EQUIPMENT, CABLES AND ANTENNAS TO BE PAINTED OR MARKED TO MATCH THE COLOR OF THE STRUCTURE.



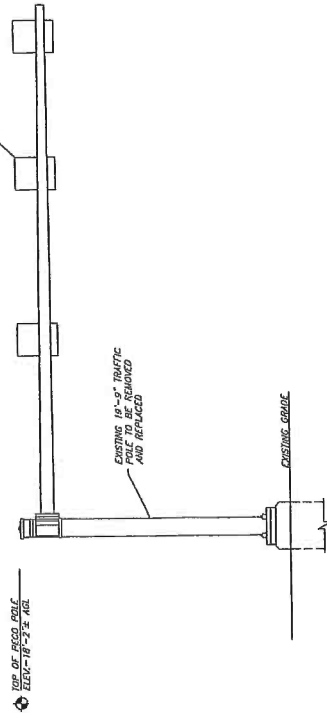
EXISTING CONDITIONS

- TOP OF AT&T ANTENNA
ELEV. -35'-0" ± AGL
- PROPOSED ANTENNA CENTERLINE
ELEV. -35'-0" ± AGL
- TOP OF DIRECTIONAL POLE
ELEV. -32'-10" ± AGL

- PROPOSED AT&T ANTENNA
(CALTRONICS EXEMPT #64300)
- (10) PROPOSED 1/2" COAX CABLES AND EQUIPMENT LOCATION TO ANTENNA (ALONG POLE INTERIOR)



2 PROPOSED ELEVATION
SCALE: 1" = 4' (1:48)
SCALE: 1" = 8' (1:96)

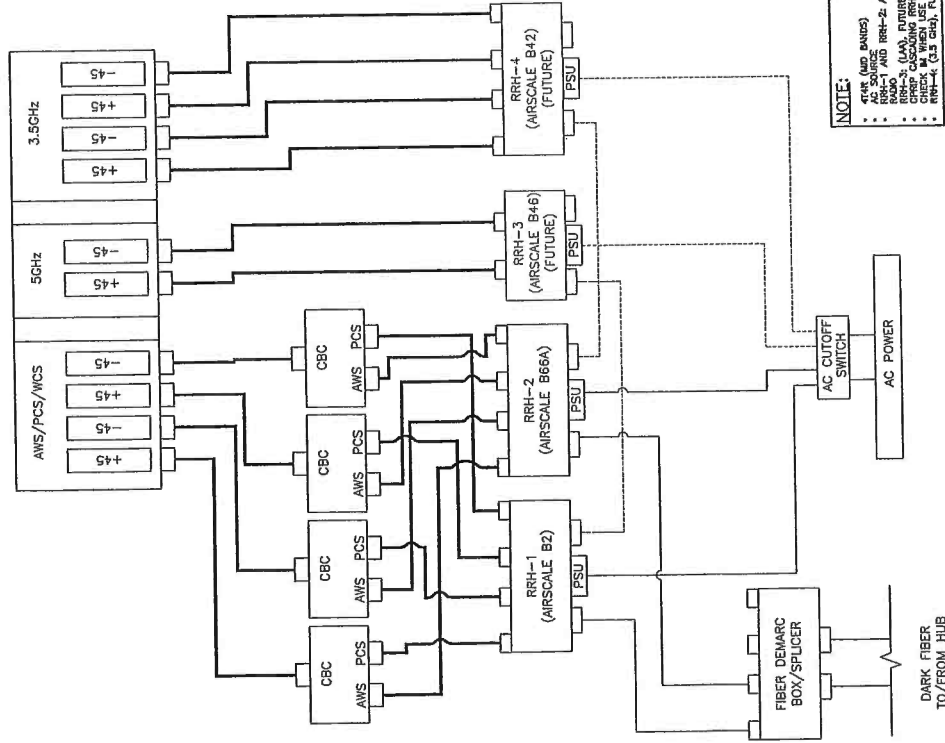


1 EXISTING ELEVATION
SCALE: 1" = 4' (1:48)
SCALE: 1" = 8' (1:96)

ENGINEERING FIRM N&C TOTALLY COMMITTED N&C ENGINEERING SERVICES, LLC 1775 SOUTH MAIN STREET SUITE 101, SUITE 100 BLUE BELT, PA 15422 (412) 326-1234	APPLICANT at&t mobility corp.	SITE INFORMATION FA# 14076538 PACE# MRPHLO7537 USID: 191897 NODE 28F 855 PROVIDENCE ROAD PA 18104-1000 TRAFFIC MAST SCRANTON, PA 18508 CITY OF SCRANTON LACKAWANNA COUNTY	DESIGN RECORD <table border="1"><thead><tr><th>REV</th><th>DATE</th><th>DESCRIPTION</th><th>BY</th></tr></thead><tbody><tr><td>2</td><td>10/21/14</td><td>ISSUED FOR PERMITTING</td><td>AS</td></tr><tr><td>1</td><td>09/24/14</td><td>REVISED PER COMMENTS</td><td>PHD</td></tr><tr><td>0</td><td>09/23/14</td><td>PRELIMINARY CD</td><td>PHD</td></tr></tbody></table>	REV	DATE	DESCRIPTION	BY	2	10/21/14	ISSUED FOR PERMITTING	AS	1	09/24/14	REVISED PER COMMENTS	PHD	0	09/23/14	PRELIMINARY CD	PHD	PROFESSIONAL STAMP 	ENGINEER PHILIP A. BURTNER, P.E. PENNSYLVANIA PROFESSIONAL ENGINEER LICENSE #043981-R	SHEET TITLE EXISTING & PROPOSED ELEVATION	SHEET NUMBER 04 OF 09 SHEET 138
REV	DATE	DESCRIPTION	BY																				
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1	09/24/14	REVISED PER COMMENTS	PHD																				
0	09/23/14	PRELIMINARY CD	PHD																				



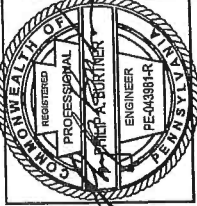
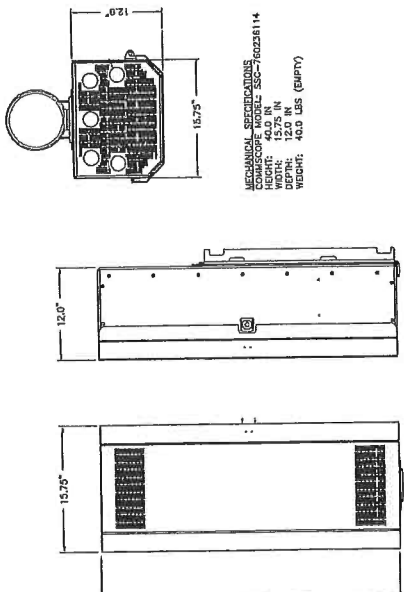
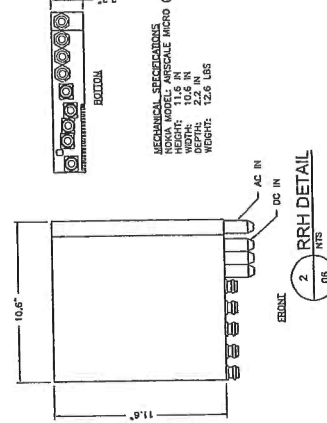
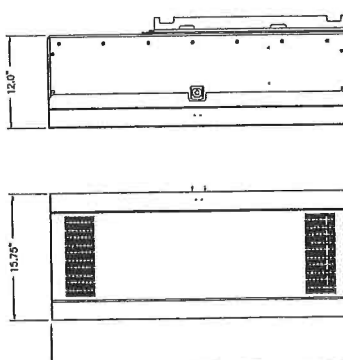
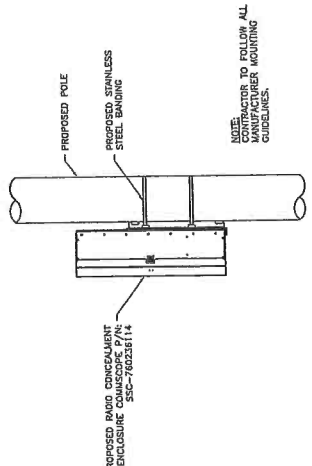
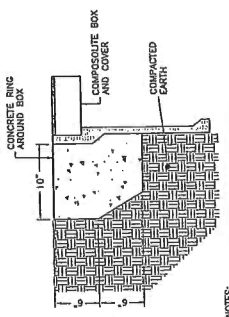
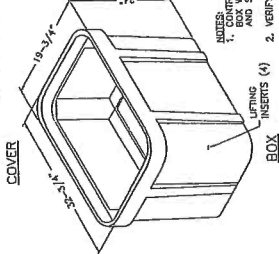
ISSUED FOR PERMITTING ONLY

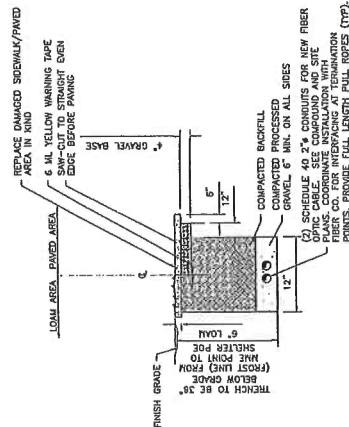
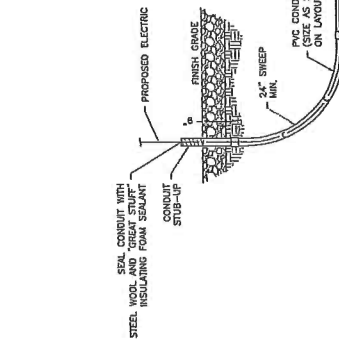
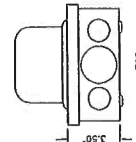
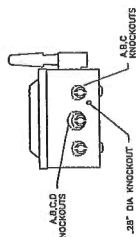
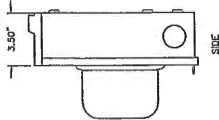
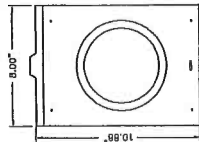
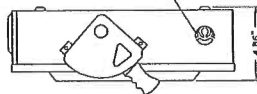
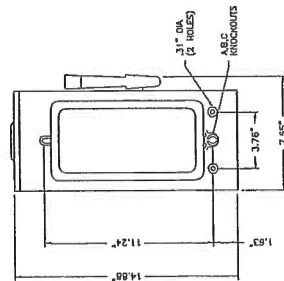
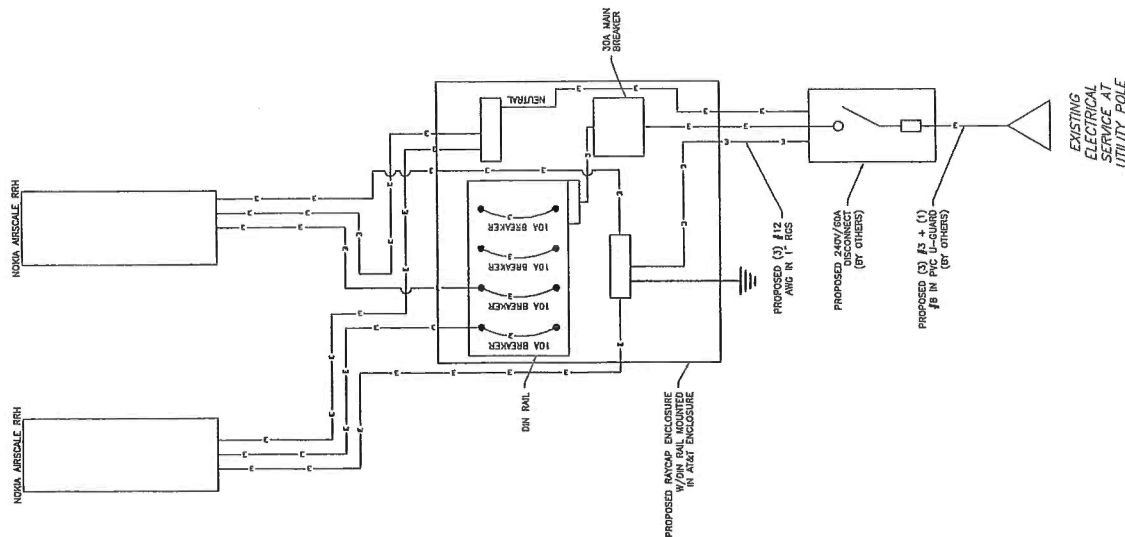
NOTE:
ALL EQUIPMENT, CABLES AND ANTENNAS
SHALL BE IDENTIFIED BY THE EXTERIOR COLOR OF THE
STRUCTURE



1 PLUMBING DIAGRAM
05 NTE

ENGINEERING FIRM	ENGINEER	PROFESSIONAL STAMP	DESIGN RECEIPT	SITE INFORMATION	APPLICANT	ENGINEERING FIRM																											
<p>at&t mobility corp.</p>			<p>FA# 14076638 PAC# MRPHLOT7537 USID: 181887 NODE 26F 835 PROVIDENCE ROAD PA DOT NON-ELECTRIC TRAFFIC SIGNAL SCRAFFORD, PA 18908 CITY OF SCRANTON LACKAWANNA COUNTY</p>			<p>REVISIONS</p> <table><thead><tr><th>REV</th><th>DATE</th><th>DESCRIPTION</th><th>BY</th></tr></thead><tbody><tr><td>1</td><td>02/11/18</td><td>ISSUED FOR PERMITTING</td><td>JC</td></tr><tr><td>2</td><td>02/11/18</td><td>REVISED FOR COMMENTS</td><td>PAO</td></tr><tr><td>3</td><td>02/11/18</td><td>PRELIMINARY CD</td><td>PAO</td></tr></tbody></table>			REV	DATE	DESCRIPTION	BY	1	02/11/18	ISSUED FOR PERMITTING	JC	2	02/11/18	REVISED FOR COMMENTS	PAO	3	02/11/18	PRELIMINARY CD	PAO	<p>PHILIP A. BURNER, P.E. PENNSYLVANIA PROFESSIONAL ENGINEER LICENSE #43881R</p>			<p>ANTENNA DETAILS</p>			<p>SHEET 05 OF 09 139</p>		
REV	DATE	DESCRIPTION	BY																														
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2	02/11/18	REVISED FOR COMMENTS	PAO																														
3	02/11/18	PRELIMINARY CD	PAO																														

 <p>TOTALLY COMMITTED NE&C ENGINEERING SERVICES, LLC 1777 SEVENTH AVENUE WEST BLUE BELT, PA 19422 (610) 486-1000</p>		 <p>at&t mobility corp.</p>		<p>FA# 14076638 PAGE# MRPHLO7537 USID: 181897 NODE 28F 835 PROVIDENCE ROAD PA DOT NON-ELECTRIC PROJECT NO. 00-000000 CITY OF SCRANTON LACKAWANNA COUNTY</p>		<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>05/11/18</td> <td>ISSUED FOR PERMITTING</td> <td>PMO</td> </tr> <tr> <td>2</td> <td>05/11/18</td> <td>REVISED PER COMMENTS</td> <td>PMO</td> </tr> <tr> <td>3</td> <td>05/11/18</td> <td>PRELIMINARY CEN</td> <td>PMO</td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION	BY	1	05/11/18	ISSUED FOR PERMITTING	PMO	2	05/11/18	REVISED PER COMMENTS	PMO	3	05/11/18	PRELIMINARY CEN	PMO			<p>PHILIP A. BURTNER, P.E. PENNSYLVANIA PROFESSIONAL ENGINEER LICENSE #A3381R</p>		<p>EQUIPMENT DETAILS</p>		<p>SHEET NUMBER</p> <p>06 OF 09</p> <p>140</p>	
NO.	DATE	DESCRIPTION	BY																												
1	05/11/18	ISSUED FOR PERMITTING	PMO																												
2	05/11/18	REVISED PER COMMENTS	PMO																												
3	05/11/18	PRELIMINARY CEN	PMO																												
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  <p>MECHANICAL SPECIFICATIONS COMMSCOPE MODEL SSC-760238114 USID: 181897 WIDTH: 15.75 IN DEPTH: 12.0 IN HEIGHT: 40.0 IN (EMPTY)</p> </div> <div style="width: 45%;">  <p>RRH DETAIL FRONT: 11.6" IN SIDE: 10.5" IN TOP: 2.2" IN BOTTOM: 2.2" IN AC IN DC IN</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">  <p>COMMSCOPE ENCLOSURE DETAIL FRONT: 15.75" IN SIDE: 12.0" IN</p> </div> <div style="width: 45%;">  <p>CABINET MOUNTING DETAIL PROPOSED RADIO CONCEALED ENCLOSURE COMMSCOPE, P/N: SSC-760238114 PROPOSED POLE PROPOSED STAINLESS STEEL BANDING NOTE: CONTRACTOR TO FOLLOW ALL MANUFACTURER MOUNTING GUIDELINES.</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">  <p>CONCRETE ENCLOSURE DETAIL CONCRETE ENCLOSURE TO BE 3,000 P.S.I. MINIMUM. CONCRETE ENCLOSURE RING DIMENSION, D, TO BE EQUAL TO DESIGN PAVEMENT DEPTH. PAVEMENT AND SUBGRADE TO BE AS SHOWN ON THE ENGINEERING PLANS. QUARTZ DOES NOT RECOMMEND THE USE OF QUARTZ IN CONCRETE ENCLOSURES IN HIGH VOLUME TRAFFIC APPLICATIONS.</p> </div> <div style="width: 45%;">  <p>PULL BOX DETAIL TOP: 19-3/4" IN SIDE: 17-1/2" IN FRONT: 17-1/2" IN DEPTH: 17-1/2" IN COVER: 17-1/2" IN BOX: 17-1/2" IN LIFTING INSERTS (4) NOTE: CONTRACTOR TO ORDER HANDLE AND SIZE OF HANDGROUPTS NEEDED. VERIFY DIMENSIONS OF UNIT.</p> </div> </div>																															



2 PROPOSED DISCONNECT DETAIL

3 METER 120/240 DETAIL
NTS
05

3 CONDUIT STUB-UP DETAIL

4 UTILITY TRENCH DETAIL

ONE LINE DIAGRAM

ISSUED FOR PERMITTING ONLY

NOTES

1. ALL CONCRETE WORK SHALL CONFORM TO ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" AND TO THE PROJECT SPECIFICATIONS.
2. ALL CONCRETE IS TO BE NORMAL DENSITY CONCRETE WITH A MAXIMUM SLUMP OF 4 INCHES. MAXIMUM AGGREGATE SIZE 3/4 INCH, NO ADDITIONAL WATER SHALL BE ADDED TO THE CONCRETE AT THE JOB.
3. PROVIDE AIR ENTRAINMENT OF 4 TO 6 PERCENT IN ALL EXPOSED CONCRETE. WORK WITH AIR-ENTRAINING ADJUVANT, COMPLYING WITH ASTM C494, TYPE III, AND PROVIDE PROPER CURING. CURING SHALL NOT EXCEED 60 PERCENT RELATIVE HUMIDITY.
4. NO VIBES OR SLICES SHALL BE MADE THROUGH CONCRETE WORK OTHER THAN THOSE INDICATED ON THE STRUCTURAL DRAWINGS WITHOUT THE APPROVAL OF THE STRUCTURAL ENGINEER.
5. ALL FORMWORK OFFSET TOLERANCES (PER ACI 117) TO BE CLASS A.

EDUCATIONAL NOTES:

1. DESIGN INFORMATION AND GENERAL REQUIREMENTS

- A. DESIGN CONFORMS TO INTERNATIONAL BUILDING CODE 2009.
- A. AMERICAN CONCRETE INSTITUTE "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE," ACI 318-09.

2. FOUNDATIONS

- A. FOUNDATIONS SHALL BE DESIGNED AND CONSTRUCTED TO SUPPORT ALL LOADS AND TRANSFER TO THE UNDERLYING SOILS. FOUNDATIONS SHALL BE DESIGNED TO RESIST ALL APPLIED FORCES AND MOMENTS, INCLUDING SEISMIC FORCES, AND TO MAINTAIN THE INTEGRITY OF THE STRUCTURE UNDER ALL CONDITIONS.
- B. THOROUGHLY COMPACT ALL BOTTOM OF FOOTINGS PRIOR TO PLACING ANY CONCRETE.

3. CONCRETE

- A. CONCRETE CONSTRUCTION SHALL CONFORM TO "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS," (ACI 301-89).
- B. FORMWORK SHALL CONFORM TO ACI 301 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS."

3.1. FORMWORK

- A. REINFORCING STEEL, ASTM A615, GRADE 60, WELDED WIRE ASTA 1015 (PLAIN SHEET PILING) AND BARS SHALL BE PROVIDED IN ALL FOUNDATIONS. BARS SHALL BE PROVIDED IN ALL FOUNDATIONS. BARS SHALL BE PROVIDED IN ALL FOUNDATIONS. BARS SHALL BE PROVIDED IN ALL FOUNDATIONS.

3.2. REINFORCEMENT

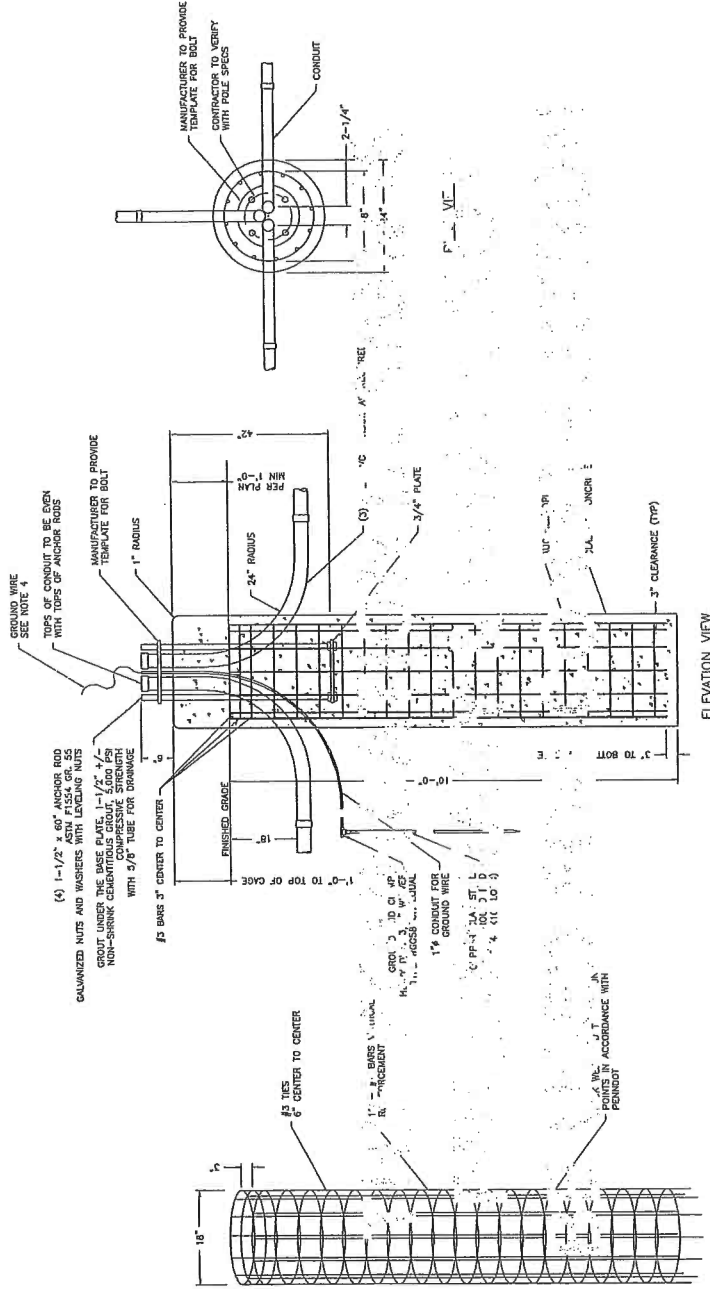
- A. REINFORCING STEEL, ASTM A615, GRADE 60, WELDED WIRE ASTA 1015 (PLAIN SHEET PILING) AND BARS SHALL BE PROVIDED IN ALL FOUNDATIONS. BARS SHALL BE PROVIDED IN ALL FOUNDATIONS. BARS SHALL BE PROVIDED IN ALL FOUNDATIONS. BARS SHALL BE PROVIDED IN ALL FOUNDATIONS.

3.3. CAST-IN-PLACE CONCRETE

- A. MINIMUM 28 DAY CURE STRENGTH AND MAXIMUM SLUMP, PRIOR TO ADDITION OF SUPER PLASTICIZERS, AS FOLLOWS:

CLASS	FOOTINGS	CLASS II INTERIOR ELEVATED	CLASS III OTHER WORK	EXCAVATION OF FOUNDATIONS
MINIMUM 28 DAY CURE STRENGTH	4500	4500	4500	2000
MAXIMUM SLUMP	5"	4"	4"	N/A

- B. ALL CONCRETE SHALL BE PLACED IN ACCORDANCE WITH THE FOLLOWING:
 - a. COARSE AGGREGATE FOR NORMAL WEIGHT CONCRETE SHALL CONFORM TO ASTM C33 SIZE #57. CONCRETE AGGREGATE SHALL NOT BE USED IN ANY CONCRETE.
 - b. COLD WEATHER PLACEMENT SHALL COMPLY WITH ACI 308.1.
 - c. HOT WEATHER PLACEMENT SHALL COMPLY WITH ACI 305 R.
 - d. THE MAXIMUM TEMPERATURE OF ALL CONCRETE AT DELIVERY TO THE SITE SHALL BE 85°F. TOTAL DELIVERY TIME SHALL BE LESS THAN 75 MINUTES.



1 POLE FOUNDATION DETAIL

ENGINEERING FIRM	APPROVAL	SITE INFORMATION	DESIGN RECORD	PROFESSIONAL STAMP	ENGINEER	SHEET TITLE	SHEET NUMBER																
NBIC TOTALLY COMMITTED NBIC ENGINEERING SERVICES, LLC 1777 MARKET STREET SUITE 200 BLUE BELLS, PA 19422 PH: 484-241-1100		FA# 14076638 PACE# MRPHL077537 USID: 181897 835 PROVIDENCE ROAD PA 19088 CITY OF SCRANTON LACKAWANNA COUNTY	REVISIONS <table border="1"> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> <tr> <td>1</td> <td>05/19/14</td> <td>REVISED PER COMMENTS</td> <td>PHD</td> </tr> <tr> <td>2</td> <td>05/19/14</td> <td>REVISED PER COMMENTS</td> <td>PHD</td> </tr> <tr> <td>3</td> <td>05/19/14</td> <td>REVISED PER COMMENTS</td> <td>PHD</td> </tr> </table>	REV	DATE	DESCRIPTION	BY	1	05/19/14	REVISED PER COMMENTS	PHD	2	05/19/14	REVISED PER COMMENTS	PHD	3	05/19/14	REVISED PER COMMENTS	PHD		PHILIP A. BURTNER, P.E. PENNSYLVANIA PROFESSIONAL ENGINEER LICENSE #PE043881-R	FOUNDATION NOTES & DETAILS	SHEET 09 OF 09
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DEPARTMENT OF LAW

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

October 16, 2019

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED


OCT 16 2019

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF SCRANTON TO SIGN AND SUBMIT THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ("PENNDOT") APPLICATION FOR TRAFFIC SIGNAL APPROVAL FOR TRAFFIC SIGNAL PERMIT NO. 40040 7th AVENUE/PROVIDENCE ROAD (SR 3029) AND OLIVE STREET/MUNCHAK WAY AND OLIVE PLAZA FOR MODIFICATIONS TO ACCOMMODATE NEW CINGULAR WIRELESS D/B/A/ AT&T MOBILITY SMALL CELL SITES PROJECT, INCLUDING MAST ARM REPLACEMENT.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

FILE OF THE COUNCIL NO. _____

2019

AN ORDINANCE

ESTABLISHING PERMIT PARKING ON THE EVEN SIDE OF THE 900 BLOCK OF JEFFERSON AVENUE.

WHEREAS, the City of Scranton has developed a permit parking program whereby a citizen or group of citizens may request that a given right of way be designated permit parking; and

WHEREAS, residents of the 900 Block of Jefferson Avenue have petitioned City Council for permit parking for the 900 Block of Jefferson Avenue, and a copy of the petition is attached hereto as Exhibit "A" and incorporated herein and made a part hereof; and

WHEREAS, the petition was been sent to the Highway Division of the Scranton Police Department for review and evaluation; and

WHEREAS, the Scranton Police Department conducted a parking study at this location, and, based on the results of that study, are recommending that permit parking be established on the even side of the 900 block of Jefferson Avenue. See correspondence dated September 16, 2019 from Chief Carl R. Graziano of the Scranton Police Department confirming this designation attached hereto marked as Exhibit "B and made a part hereof.

WHEREAS, the Ordinance establishing the permit parking program requires that streets or parts thereof to be designated as permit parking be designated by the Police Department (the "Administrator") and approved by the governing body after public hearing on the issue.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the even side of the 900 block of Jefferson Avenue is hereby designated as permit parking only subject to the rules and restrictions as set forth in the Scranton Code pertaining to the residential permit parking program.

SECTION 1. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 2. This Ordinance shall become effective immediately upon approval.

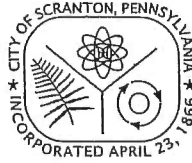
SECTION 3. This Ordinance is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Option Plans Law" and any other applicable law arising under the laws of the State of Pennsylvania.

Council of the City of Scranton

340 No. Washington Avenue • Scranton, Pennsylvania 18503 • Telephone (570) 348-4113 • Fax (570) 348-4207

Lori Reed
City Clerk

Amil Minora, Esq.
Counsel



Pat Rogan, President
Timothy Perry, Vice President
William Gaughan
Wayne Evans
Kyle Donahue

July 1, 2019

Chief Carl Graziano
Scranton Police Department
100 South Washington Avenue
Scranton, PA 18503

Dear Chief Graziano:

Scranton City Council has received a petition for **Permit Parking** on the 900 block of Jefferson Avenue. (A copy of the petition is attached).

We would appreciate if you could please have your department assess this situation and let our office know the findings and recommendations.

Sincerely,

Lori Reed
City Clerk

Enclosure

cc: Mrs. Michele Wilk
Scranton City Council

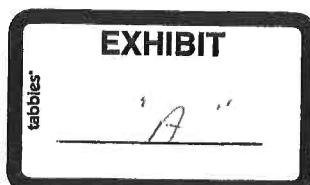
PERMIT PARKING PETITION

We, the undersigned residents and taxpayers, residing at
900 BLOCK JEFFERSON AVENUE in the City of Scranton, PA
 respectfully petition your Honorable Body to designate
EVERY SIDE 900 BLOCK JEFFERSON as a "Permit Parking Only" area

Contact person circulating petition: MICHELE WILK
(name)
 Phone #: 570-498-3850 922 JEFFERSON AVENUE
(address)

NAME	ADDRESS
<u>MICHELE A. WILK</u>	<u>922 JEFFERSON AVENUE</u>
<u>MARK EVANS</u>	<u>930 JEFFERSON AVE</u>
<u>Eugene Pivovarnik</u>	<u>934 JEFFERSON AVE</u>
<u>VIATCHESNA KHAMKONGSA</u>	<u>926 JEFFERSON AVE</u>

REMARKS:



To: Council of the City of Scranton

Date: June 24, 2019

We as homeowners in the 900 block of Jefferson Avenue request an evaluation for Permit parking on the even side of our street. Garvin Metal Roofing Company has grown so large that every day they are parking between 30-40 vehicles which include pickup trucks, utility trailers, employee parking plus tractor trailers delivering materials. These vehicles are in and out from dawn till dusk and beyond. The front area of their building is usually blocked off for material storage, so they park on our side of the street. We are finding it increasing hard to find parking near our homes.

This situation should also be evaluated for safety reasons. Tractor trailers park on Jefferson Avenue while being unloaded by forklifts driven onto the street. The same occurs with trucks being loaded with materials. Trailers loaded with materials are often parked on the street overnight and sometimes longer. The congestion caused by this business is especially concerning since Regional Hospital is a block away with Jefferson Avenue being a main artery to the hospital. A recently opened convenient market, on the corner of Jefferson and Ash Streets, has also resulted in an increase in both vehicle and foot traffic.

Thank you for your consideration in this matter.

Homeowners in the 900 Block of Jefferson Avenue

Scranton Police Department
Superintendent of Police
Chief Carl R. Graziano

Scranton Police Headquarters
 100 South Washington Avenue
 Scranton, Pennsylvania 18503

Email: cgraziano@scrantonpa.gov



**Be Part of
The Solution**

September 16, 2019

Attorney Jessica Eskra
 Solicitor
 City of Scranton
 100 South Washington Avenue
 Scranton, Pa. 18503

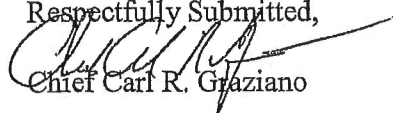
Attorney Eskra,

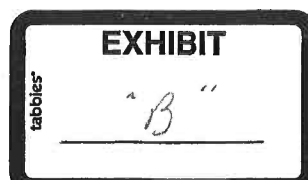
Scranton City Council previously informed us that they had received a petition from residents in the 900 block of Jefferson Avenue requesting permit parking be established on that block. City Council requested that we evaluate this location and make a recommendation on this request. Our Highway Division conducted a parking survey, as per city ordinance, to determine if this location qualifies for permit parking and to further make a recommendation for the same. The Scranton Police Highway Division has made the following observations while conducting the survey of the area:

- 1) 900 block of Jefferson Avenue is located in the City's hill section running north to south.
- 2) This block is located between Myrtle Street and Ash Street. At the time of my inspections I did observe the residential side of the street did have off street for all residences.
- 3) During the period between the hours of 7:00 a.m. and 8:30 p.m. on a weekday 70% or more of the legal on-street parking capacity was not available and 10% or more of the vehicles parked (or standing) on the streets in the area were not registered in the name of a person residing in this area.
- 4) Due to the findings in paragraph 3, permit parking does qualify at this time on the even side of the street.

With this recommendation I am respectfully requesting the Law Department to review this matter and if it is concurred to draft legislation for council's consideration of implementing permit parking on the even side of the 900 block of Jefferson Avenue. Please contact me if you have any questions or concerns on this matter. Thank You.

Respectfully Submitted,


 Chief Carl R. Graziano



**DEPARTMENT OF LAW**

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

September 30, 2019

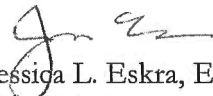
RECEIVED
OCT - 1 2019
OFFICE OF CITY
COUNCIL/CITY CLERK

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS AN ORDINANCE ESTABLISHING PERMIT PARKING ON
THE EVEN SIDE OF THE 900 BLOCK OF JEFFERSON AVENUE.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl

RESOLUTION NO. _____

2019

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A CONTRACT WITH BARRY ISETT & ASSOCIATES, INC. FOR THE CITY OF SCRANTON LICENSES AND PERMITS DEPARTMENT SERVICE ASSESSMENT.

WHEREAS, a request for Proposals was advertised for the City of Scranton Licenses & Permits Department Service Assessment and two (2) proposals were submitted for review; and

WHEREAS, after review of the proposals submitted, it was determined that it would be in the best interest of the City to award the Contract to Barry Isett & Associates, Inc. for the reasons provided in the attached Memorandum from the Business Administrator.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are authorized to execute and enter into a Contract, substantially in the form attached hereto marked as Exhibit "A" and incorporated herein by reference thereto with Barry Isett & Associates, Inc. for the City of Scranton Licenses and Permits Department Service Assessment.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intend of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

CONTRACT

This contract entered into this ____ day of _____ 2019 effective from
August 1, 2019 to July 31, 2021 by and between the City of Scranton, 340 North
 Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

BARRY ISETT & ASSOCIATES, INC.
 1170 HIGHWAY 315, SUITE 3
 WILKES BARRE, PA 18702
 PHONE NO. (570) 285-8200
 FAX NO. (570) 285-8201

hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Scranton desires the Contractor to perform certain work and services in
 accordance with the terms and conditions hereinafter set forth and the Contractor is ready,
 willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises
 each to the other made, the parties do agree and intend to be legally bound as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of
 providing City of Scranton Licenses and Permits Department Service Assessment. The
 Contractor hereby covenants, contracts and agrees to furnish Scranton with:

CITY OF SCRANTON LICENSES AND PERMITS
 DEPARTMENT SERVICE ASSESSMENT
 FROM AUGUST 1, 2019 THRU JULY 31, 2021
 PER THE ATTACHED BID PROPOSAL AND
 SPECIFICATIONS

Said services to be furnished and delivered in strict and entire conformity with Scranton's
 Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference
 thereto and the Bid Proposal submitted by Barry Isett & Associates, Inc. dated July 20, 2019
 attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid
 Proposal and Specifications are hereby made part of this Agreement as fully and with the same
 effect as if set forth at length herein.

ARTICLE II - GENERAL

(1) In the performance of the work and services hereunder, the Contractor shall act solely
 as an independent contractor, and nothing contained or implied shall at any time be so construed
 as to create the relationship of employer and employee, partnership, principal/agent, or joint
 adventurer as between Scranton and the Contractor.

(2) Failure of either party to enforce any of its rights hereunder shall not constitute a
 waiver of such rights, or of any other rights hereunder.

ARTICLE III - FEES

Said services to be furnished and delivered in strict and entire conformity with the Bid Proposal and Specifications attached hereto. Said Bid Proposal and Specifications are incorporated herein by reference as though set forth at length.

Scranton agrees to pay the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

ARTICLE IV - INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless Scranton from and against any and all claims and actions, based upon or arising out of damage to property or injuries to person or other acts caused or contributed to by Contractor or anyone acting under the Contractor's direction or control or on the Contractor's behalf in the course of the Contractor's performance under this contract.

ARTICLE V - INSURANCE

- (1) Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Workers' Compensation, Comprehensive General and Contractual Liability, and Professional Liability Insurance in the following amounts:

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$ 500,000.00
Professional Liability	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	\$ 1,000,000 each person \$ 1,000,000 each occurrence \$ 1,000,000 aggregate
Property Damage	\$ 500,000 each occurrence
Personal Injury	\$ 500,000
Comprehensive Automobile Liability:	
Bodily Injury	\$ 300,000 each person \$ 500,000 each occurrence
Property Damage	\$ 500,000 each occurrence

- (2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:

- (a) Name of insurance company, policy number, and expiration date;
- (b) The coverage required and the limits on each, including the amount of

deductibles or self-insured retentions (which shall be for the account of the Contractor);

- (c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;
- (d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and
- (e) A statement confirming that Scranton, its agents and employees, have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

ARTICLE VI: TERMINATION OF CONTRACT

If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event of violation of any of the covenants contained herein, or in the event of violation of the laws applicable to implementation of the project contemplated by this Agreement, or in the event of misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement, Scranton shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR. In such an event, all project records, unused grant monies, and such amounts as may have been expended contrary to the terms of this Agreement shall be returned to the Scranton.

ARTICLE VII: DEFAULT

In the event of a default by Contractor under this Agreement, the defaulting party then shall reimburse the non defaulting party for all costs and expenses incurred by the non defaulting party in connection with the default, including without limitation, court costs and attorneys fees at the trial level and on appeal.

ARTICLE VIII: JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all obligations hereunder are to be performed in Lackawanna County, Pennsylvania. Jurisdiction over the subject matter and performance of this Agreement is therefore vested in the Lackawanna County Court of Common Pleas.

ARTICLE IX - ENTIRE AGREEMENT

This contract constitutes the entire agreement between Scranton and Contractor. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and if it has been induced by no representations, statements, or agreements other than those expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract is entered into under and subject to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, approved March 7, 1901, its supplements and amendments, and the liability of the City of Scranton herein limited to the amount appropriated for the same and subject to the Section 6-13 of the Administrative Code of the City of Scranton which limits payments of money out of the City Treasury to appropriations made by the Council.

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this agreement to be executed the day and year first above written.

ATTEST:

CITY CLERK

BY: _____

MAYOR

DATE: _____

DATE: _____

COUNTERSIGNED:

CITY CONTROLLER

BUSINESS ADMINISTRATOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY SOLICITOR

DATE: _____

BARRY ISETT & ASSOCIATES, INC.

BY:

TITLE: _____

DATE: _____

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

September 4, 2019

Memo

To: Wayne Evans, Mayor
Jessica Eskra, Solicitor
Lori Reed, City Clerk
Don King, City Planner

From: David Bulzoni, Business Administrator

Re: Appointment of a Firm to Evaluate the City of Scranton Licenses and Permits Department

All,

I reviewed the two qualifications proposals on July 22, as noted below. I was more pragmatic with the process as I wanted to evaluate the scope of work and the qualifications of each firm. The process was extended because of the need to secure cost information. The two firms responded to the qualifications request for proposal and met the requirements for selection. Both firms were qualified to the extent necessary to undertake the project. Therefore, a cost associated with each proposal was sought. The firms submitting proposals are

- Barry Isett and Associates;
- SAFEBuilt

As is the case in instances where the scope of work is broad based, the proposals included the firms' complementary areas of expertise. The Barry Isett proposal relies principally on in-house expertise based on their experiences with governments in Pennsylvania. Those designated individuals have experience either serving or working directly with Pennsylvania local governments. The SAFEBuilt team offers some significant levels of expertise with the Lean Six Sigma designations, which is the principle certification in the field. Much of the firm's work has been with what might be considered peer cities but not within the geography of Pennsylvania. SAFEBuilt also offers additional benefits, such as credits against future contracts, an allocation of .04% of the total spend to community outreach programs, and their cloud based permitting software at no additional cost. While not entirely quantifiable, those benefits add value to the proposal. The scope of work identified by each firm meets the requirements of the Request.

Although I find no distinct advantage in recommending either firm based on qualifications since both exceed the Request requirements, the delineation of costs provides Isett and Associates with an advantage, albeit marginal. Based on the above rationale, the Office of the Business Administrator recommends the retention of the Barry Isett and Associates to undertake the Licenses and Permits evaluation.

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
Tel: (570) 348-4118
Fax: (570) 348-4225



SCRANTON

July 22, 2019



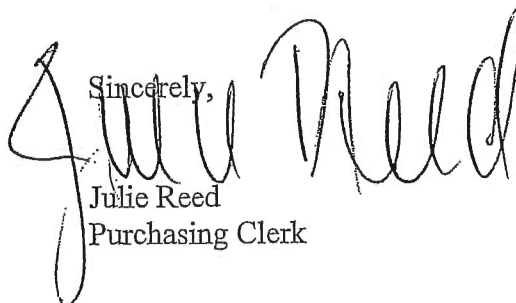
Mr. David Bulzoni
Business Administrator
Municipal Building
Scranton, Pa. 18503

Dear Mr. Bulzoni,

This is to inform you that bids were opened Monday, July 22, 2019 in Council Chambers for the **City of Scranton Licenses and Permits Department Service Assessment August 1, 2019 thru July 31, 2021**. Attached are the copies of the bids submitted by the following companies:

SAFEbuilt
Barry Isett & Associates, Inc.

Thank you for your cooperation in this matter

Sincerely,

Julie Reed
Purchasing Clerk

Encls.

CC: Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
✓ Mrs. Jessica Eskra, City Solicitor
File

Department of Business Administration

City Hall
340 North Washington Avenue
Scranton, Pennsylvania 18503
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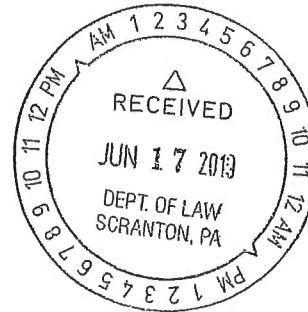


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SCRANTON

June 17, 2019

Mr. David Bulzoni
Business Administrator
City of Scranton
Municipal Building
Scranton Pa, 18503



Dear Mr. Bulzoni

This is to inform you that proposals will be opened in City Council Chambers on Monday, July 22, 2019 at 10:00 AM for the following:

City of Scranton
License and Permits Department Service Assessment
August 1, 2019 thru July 31, 2021

Attached, please find RFP and Specifications.

Thank you for your cooperation in this matter.

Sincerely,

Julie Reed,
Purchasing Clerk

CC: Mayor William Courtright
Mr. David Bulzoni, Business Administrator
Mrs. Roseann Novembrino, City Controller
Mrs. Lori Reed, City Clerk
Mrs. Rebecca McMullen, Financial Manager
J Mrs. Jessica Eskra, City Solicitor
File

REQUEST FOR QUALIFICATIONS PROPOSAL

Separate sealed proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, Pa. 18503 until 10:00 a.m. Monday, July 22, 2019, at which time such proposals will be opened in City Council Chambers for the following:

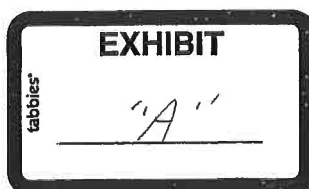
CITY OF SCRANTON LICENSES AND PERMITS DEPARTMENT SERVICE ASSESSMENT AUGUST 1, 2019 – JULY 31, 2021

The City of Scranton is seeking a qualified company to provide a comprehensive Licenses and Permits Department Services assessment and recommendations. To review procedures and processes for efficiencies and industry best practices to evaluate and provide recommendations relative to:

1. Achieving higher customer service satisfaction ratings;
2. Determining the extent of the professional workforce performance and productivity;
3. Ensuring cost-effectiveness with applications, reviews, inspections, permitting fees and technological; and
4. Interpret legal requirements and compliance.
5. Review enacting ordinances and recommend updates as necessary.
6. Review the fee structure for all licenses and permits functions and recommend changes as necessary.
7. Review all departmental budget line items for consolidation to achieve greater efficiency.

All qualified companies are invited to submit their proposal in accordance with the attached documents by the date and time noted above.

David Bulzoni
Business Administrator



CITY OF SCRANTON

REQUEST FOR QUALIFICATIONS PROPOSAL (RFQ) LICENSES AND PERMITS DEPARTMENT SERVICES ASSESSMENT

The Request for Qualifications Proposal (RFQ) document must be prepared in the format noted below. The company should, at a minimum, include the following information regarding their approach to providing the requested services. The RFQ response must be accurate, clear and precise.

1. Cover Sheet

The firm must identify the company name together with name(s), address(s), email(s) and phone number(s) of person(s) who are responsible for the work to be performed and the type of organization (LLC, Inc, etc).

2. Table of Contents

3. Mission Statement

4. Qualifications and Experience

Describe the company's capacity to service the City of Scranton, including appropriately certified and trained personnel that will review plans, procedures, processes, and legislation for efficiencies, industry best practices and recommendations.

5. Work Plan

- a. The work plan should include the company's ability to meet each specification as outlined and should address and satisfy the objectives and specifications as listed;
- b. Include any phased approaches, alternatives or options to provide services that will meet the City's goals;
- c. If services are to be provided at a location separate from the City's main offices, provide approach for coordinating with City staff;
- d. Include your company's proposed range of all services and any additional options that may be cost effective or that have been successfully implemented in other comparable communities;
- e. Include anticipated staffing levels needed to accomplish the work proposed, including proposed staffing needs for recommended departmental restructuring;

6. Approach

- a. Describe your company's approach to providing these services. Include any unique qualifications, prior experience or similar projects.
- b. Provide a detailed description of the approach to satisfy the RFQ.

7. References

- a. Provide names of cities with addresses and phone number(s) from similar projects.
- b. Provide any additional information your company believes appropriate to substantiate qualifications, track record, and commitment to provide these services.

SCOPE OF WORK

LICENSES AND PERMITS DEPARTMENT SERVICES ASSESSMENT

1. General - Review and provide recommendations for efficiencies and customer satisfaction improvements relative to the Building Department services.
 - a. Recommend improvements to current Permit Tech, Plan Review, and Building Inspections processes and applicable codes and ordinances;
 - b. Create/Improve document management;
 - c. Identify redundancies;
 - d. Assess human capital needs;
 - e. Provide recommended training;
 - f. Provide a single permit and review tool that incorporates:
 - OAS (Office Automation System)
 - Permit and project workflow metrics/tracking
 - Plan review
 - Regular training
2. Permit Tech
 - a. Conduct process mapping to realize efficiencies:
 - Efficient and accurate application completeness check;
 - Accurate relay of information;
 - Ownership;
 - Streamline contractor licensing and registration requirements;
 - Issuance of e-permits;
 - Human Capital: Positions/titles;
 - Same day routing;
 - Improve documents;
 - Templates: Revise applications and forms;
 - Assess application and review fees;
3. Plan Review
 - a. Recommend improvements to current review process:
 - Same day review turn-around for specific submittals;
 - Improve review cycle;
 - Eliminate shelf time;
 - Create a Comment Library: Standardization of review comments;
 - Enhance workflow tracking: Project time with City and applicant, track unresolved items, pending departmental review, etc;
 - Improve review quality;
 - Templates: Revise applications and forms;
 - Human Capital: Positions/titles within context of union requirements, as appropriate;
 - Assess application and review fees;
4. Inspections
 - a. Create workflow to track inspections and follow-up inspections;
 - b. Create a Comment Library: Standardization of review comments;
 - c. Human Capital: Positions/titles within context of union requirements, as appropriate;
 - d. Assess inspection fees.

5. Services & Tasks

The goal of the City of Scranton is to provide professional, timely and responsive services to the building and trade industry, current and prospective business and residents the City. At a minimum, address the following:

a. Administrative Services:

- Building code compliance process.
- Approach to dispute resolution and alternative solutions.
- List of services provided.
- Detail of service approach that will interface with other applicable departments and agencies both internal and external.
- List of technological resources available to City staff to help support building department operations and how those technological improvements would benefit the staff and those who use departmental services.
- How to promote other resources available to provide excellent service to the City, building and trade industry, agencies and residents of the City.
- The City of Scranton wishes to place a high degree of emphasis on providing excellent customer service. Please explain how to improve customer service and its importance.
- Demonstrated ability to work cooperatively with elected officials, City management/staff, outside agencies, business and general public.
- List other services available to the City.

b. Plan Review Services:

- Turn-around times.
- Disciplines to be reviewed.
- Details of plan review process, including coordination with other applicable City Departments
- Tracking and reporting details.
- Details on resources/tools available to plan review staff to help ensure that time frames and quality metrics are being met.
- List other services available to City.

c. Inspection Services:

- Time frame for inspections.
- Types of inspections to be performed.
- Details on inspection request process.
- Applicant notification process.
- Tracking and reporting details.
- Details on resources/tools available to inspection staff to help ensure that time frame and quality metrics are being met.
- List of other inspection services available to City.

e. Selected Provider:

- Must understand, interact, work cooperatively and communicate well with elected officials, city management/staff, citizens and businesses.
- Must be able to communicate effectively, both verbally and in writing as well as possess highly developed interpersonal skills.

- Representatives must deal tactfully and effectively with elected officials, city management/staff, businesses, the construction industry, other agencies, utilities, developers, property owners and the general public.
- Will create and maintain a cooperative work environment.

f. Pricing:

- Provide recommendations for departmental service pricing.

6. Insurance- Respondents shall possess the following insurance coverages:

The proposer shall assume the defense of and indemnity and hold harmless the City of Scranton, its officers, agents, and employees from and against any and all claims, demands, actions, suits, and proceedings by others and against all liability, both negligent and non-negligent, arising directly out of the actions of the firm/proposer in their performance of this contract. By submitting a Proposal, the proposer agrees that it now carries or will carry throughout the term of any Contract generated as a result of this Request for Qualifications, at a minimum, the following types and amounts of insurance:

Workers' Compensation	Statutory
Employer's Liability	\$500,000
Professional Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
Personal Injury	\$500,000
Comprehensive Automobile Liability	
Bodily Injury	\$300,000 each person \$500,000 each occurrence
Property Damage	\$500,000 each occurrence
Additional certificates of Insurance shall be furnished to the City of Scranton upon request.	

7. GENERAL CONDITIONS

a. No verbal information to proposers will be binding on the City. The written requirements will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the Request for Qualifications Proposal will be made in the form of a written communication emailed to all prospective proposers. The communications shall then be considered to be part of the Request for Qualifications Proposal.

b. Submission of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the request.

c. The City of Scranton reserves the right to reject any and all proposals submitted and to request additional information from any Proposer. The City of Scranton reserves the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Scranton. The City may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the City may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. Proposals may be rejected and negotiations terminated by the City. The award will

be based on the offers submitted, as well as any and all negotiations conducted. The City further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the City.

d. The award will be made to that responsive and responsible proposer whose proposal, conforming to requirements of the request, will be most advantageous to the City, price and other factors considered. The award may or may not be made to the firm with the lowest cost.

e. The City shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the Request for Qualifications Proposal. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the Proposer. Any such adjustments in price shall be made in writing.

f. After notice from the City, the selected proposer will be required to enter into a contract upon receipt of a Notice of Award. If a contract is not executed by the selected proposer, then the City reserves the right to retract the Notice of Award and enter into a contract with another proposer.

g. Proposals must be in typewritten form. Unsigned proposals will not be accepted. Proposers are expected to examine the content of the request and respond accordingly. Failure to do so will be at the Proposer's risk.

h. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears to the City in the payment of any fees or is in default to the City upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or who had failed to faithfully perform any previous contract with the City.

i. Unless otherwise specified, all formal proposals submitted shall be binding for ninety (90) calendar days following the bid opening date and may be extended at the agreement of both parties.

8. OTHER CONDITIONS

A. Authority

The Business Administrator, as the designee of the Mayor, has the sole responsibility to respond to inquiries regarding the Request for Qualifications Proposal.

B. Compliance with Laws

The firm selected shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, City and other local government agencies, which may in any manner affect the performance of the contract. If applicable, the firm selected shall also maintain any licenses issued by the City and/or its third party, including, but not limited to licenses to perform electrical, plumbing, HVAC, construction, etc. and be in good standing with all City departments and its affiliates. Failure to maintain required licenses and be in good standing may result in bid disqualification and/or voiding of any contract that may result therefrom.

C. Contractor Compliance

If applicable, each respondent is required to be in compliance with the City of Scranton local tax requirements. Failure to be in compliance with City of Scranton local tax requirements may result in bid disqualification and/or voiding of any contract that may result therefrom.

D. Contract Termination

A contract may be canceled by the City by giving the respondent written notice of intent to cancel.

E. Controlling Law

This Request for Qualifications Proposal is governed by, and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.

F. Bidders Ethics and Collusion

Collusive Bidding: Any firm that submits more than one proposal in such a manner as to make it appear that one of the proposals submitted is competitive with that of a different proposer, or any two or more firms that agree to fix their respective proposals in such a manner as to be awarded the contract shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Bribery: Any firm that attempts to influence a City official to award this contract to such proposer's firm by promising to provide or by providing to such City official any gratuity, entertainment, commission or any other gift, in exchange for a promise to award the contract to such firm shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Conflict of Interest: Any firm that knows of any City official having a material direct or indirect financial interest in such proposer's firm shall be required to submit a written statement, along with the Form of Proposal, detailing such interest. Failure to disclose a known such financial interest shall result in the firm's disqualification from further consideration of award of this Contract.

G. Indemnification

1. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

H. Open Records Law/Public Information

Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section 67.101 et. seq., a record in the possession of the City is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception.

Any contract dealing with the receipt or disbursement of funds by the City or the City's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the Law. The following are not subject to disclosure under an exception in the Law:

1. A proposal pertaining to the City's procurement or disposal of supplies, services or construction prior to the award of a contract or prior to the opening and rejection of all bids; and
2. Financial information of a bidder or proposer requested in an invitation to bid or request for proposals to demonstrate the bidder's or proposers economic capability.

I. Transfers and Assignments

1. Consultant shall not, without written consent of the City, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the City shall render this agreement null and void.
2. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against bidder or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against the respondent, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

ATTACHMENTS
DATA SUBMISSION DOCUMENTS

Attachment A. Affirmative Action Certification

During the term of this contract, Bidder agrees as follows:

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with

affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess
- (8) documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (9) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (10) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (11) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE:

NAME OF PROPOSER: _____

BY: _____

TITLE: _____

Attachment B. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal subcontractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001

DATE: _____

NAME OF PROPOSER: _____

BY: _____

TITLE: _____

Attachment C.
Non-Collusion Affidavit of Prime Bidder

STATE OF _____

COUNTY OF _____

, being first duly sworn, deposes and says that:

1. He is _____

(Owner, partner, officer, representative or agent)

of _____, the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____
_____, 20 _____

(TITLE)

MY COMMISSION EXPIRES _____
_____, 20 _____

THIS PROPOSAL, WHICH INCLUDES ATTACHMENTS A, B, C AND D
MUST BE RECEIVED IN THE
OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN

10:00 a.m. July 22, 2019

TO THE ATTENTION OF:

Roseann Novembrino

City Controller

City of Scranton

340 North Washington Avenue

2nd Floor

Scranton, PA 18504

NAME OF FIRM: _____

CONTACT PERSON: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

THIS PROPOSAL, WHICH INCLUDES ATTACHMENTS A, B, C AND D
MUST BE RECEIVED IN THE
OFFICE OF THE CITY CONTROLLER IN A SEALED ENVELOPE NO LATER THAN

10:00 a.m. July 22, 2019

TO THE ATTENTION OF:

Roseann Novembrino

City Controller

City of Scranton

340 North Washington Avenue

2nd Floor

Scranton, PA 18504

NAME OF FIRM: Barry Isett & Associates, Inc.

CONTACT PERSON: Matthew C. Walter, MCP, CFM

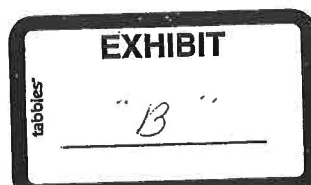
STREET ADDRESS: 1170 Highway 315, Suite 3

CITY/STATE/ZIP: Wilkes-Barre, PA 18702

TELEPHONE NUMBER: 570-285-8200

FAX NUMBER: 570-285-8201

EMAIL ADDRESS: MWalter@barryisett.com





PROPOSAL

to provide

LICENSES AND PERMITS DEPARTMENT SERVICES ASSESSMENT

Prepared for:

CITY OF SCRANTON

Proposal Due: 10 a.m., July 22, 2019

Proposal Point of Contact:

Matthew C. Walter, MCP, CFM

mwalter@barryisett.com

484.866.4879



85 S. Route 100, Allentown, PA 18106
1003 Egypt Road, Phoenixville, PA 19460
100 W. Broad Street, Suite 200, Hazleton, PA 18201
1170 Highway 315, Suite 3, Wilkes-Barre, PA 18702
525 Main Street, Suite 200, Stroudsburg, PA 18360
196 W. Ashland Street, Doylestown, PA 18901
2 Market Plaza Way, Suite 7, Mechanicsburg, PA 17055
420 N. Park Road, Suite 202, Wyomissing, PA 19610



610.398.0904	610.481.9098
610.935.2175	610.481.9098
570.455.2999	570.454.9979
570.285.8200	570.285.8201
272.200.2050	272.200.2051
267.454.2260	267.454.2264
717.795.8575	717.795.9110
484.346.7640	484.346.7639



PROPOSAL

to provide

LICENSES AND PERMITS DEPARTMENT
SERVICES ASSESSMENT

- **Mission Statement**
- **Qualifications and Experience**
 - **Company Information**
 - Introduction to Barry Isett & Associates, Inc. and Code Department
 - Overview of Municipal Engineering Services
 - **Resumes of the Project Team**
 - Matthew C. Walter, MCP, CFM
 - Kathryn Forry, MCP, BCO
 - Rick L. Harmon, MCP, CFM
 - John DeCusatis, SEO, BCO
 - **Organization Chart**
- **Work Plan**
- **Approach**
- **References**
- **Required Documents**



1170 Highway 315, Suite 3, Wilkes-Barre, PA 18702

570.285.8200 570.285.8201

barryisett.com

July 22, 2019

Ms. Roseann Novembrino
City Controller
City of Scranton
340 North Washington Avenue, Second Floor
Scranton, PA 18504

Dear Ms. Novembrino:

MISSION STATEMENT
RE: LICENSES AND PERMITS DEPARTMENT SERVICES ASSESSMENT
City of Scranton, Lackawanna County, Pennsylvania
Proposal to Provide Professional Services and Advice

Understanding and Meeting Scranton's Needs

The City of Scranton is seeking a qualified company to perform a services assessment of its Licenses and Permits Department for the period of August 1, 2019, to July 31, 2021.

Barry Isett & Associates, Inc., a multi-discipline engineering firm with eight offices in eastern and central Pennsylvania, is fully equipped to evaluate procedures and processes within the department for efficiencies and industry best-practices.

Isett boasts a full-service Code Services Department of experts with experience in all aspects of municipal code work. Associates in the Code Services Department, including those listed on the proposed team for this project, have engaged in and successfully completed similar licenses and permits department reviews in other eastern and central Pennsylvania municipalities, such as the Town of Bloomsburg and Lehighton. Isett has also applied to deliver the same type of assessment for the City of Williamsport.

For the review of Scranton's department, Isett is prepared to provide recommendations relative to achieving higher customer service satisfaction ratings; determining the extent of the professional workforce performance and productivity; and ensuring cost-effectiveness with applications, reviews, inspections, permitting fees and technology.

Our firm can also interpret legal requirements and compliance; review enacting ordinances and recommend updates as necessary; review the fee structure for all licenses and permits functions and recommend changes as necessary; and review all departmental budget line items for consolidation to achieve greater efficiency.

Ms. Roseann Novembrino

2

July 22, 2019

Why Barry Isett & Associates, Inc?

Barry Isett & Associates, Inc. is a multi-discipline engineering firm that has been helping municipalities achieve their project goals since 1983. Founded in 1977 in the Lehigh Valley, we have been serving clients throughout Northeast Pennsylvania since 1997 from our office in Hazleton. The company currently has two other NEPA offices, in Wilkes-Barre and Stroudsburg, and five other offices in eastern and central Pennsylvania.

Isett is interested in ensuring the success of the Scranton government and helping move the city forward. Our Code Services Department successfully completed work for the City of Scranton's Office of Economic and Community Development, related to projects funded and approved through the U.S. Department of Housing and Urban Development. Isett associates in other disciplines have weighed in on the Downtown Scranton Connectivity Plan and are actively engaged in the Scranton/Wilkes-Barre Bicycle and Pedestrian Study. Our firm also maintains a relationship with the University of Scranton, having performed extensive work for the higher-education entity and its community critical to the city's downtown.

Isett is an employee-owned firm that provides all engineering disciplines required to successfully complete a wide range of projects. All Isett project teams include associates who have or will have an owner's interest in delivering the kind of responsive service that generates long-term client relationships. Repeat clients account for about 80 percent of our workload.

We appreciate the opportunity to submit our proposal and explain why Barry Isett & Associates, Inc. is in the best position to partner with the City of Scranton to ensure a successful project. We look forward to discussing our proposal with city officials as they seek a better, more efficient Licenses and Permits Department.

Sincerely,



Gregg Pavlick
Vice President, NEPA Region



THE MORNING CALL

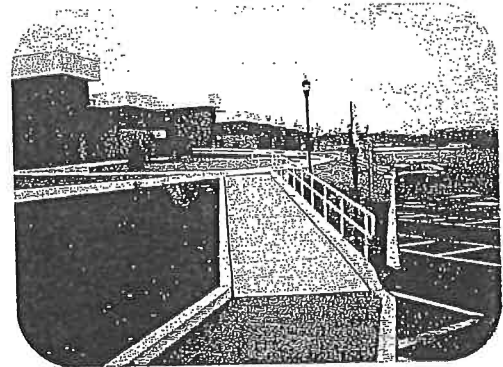
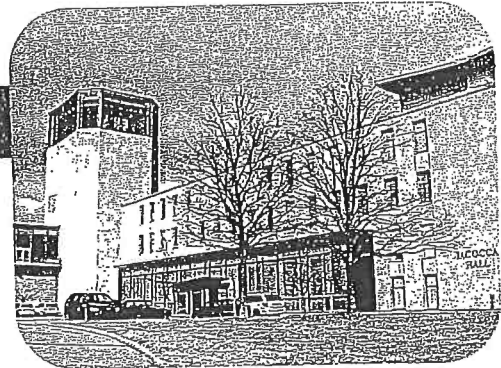
Barry Isett & Associates, Inc. is a multi-discipline engineering firm with a department devoted to code enforcement services. The department includes inspectors with all certifications required under the Pennsylvania Uniform Construction Code, as well as five Master Code Professionals. Holding Third Party Agency Certification from the Pennsylvania Department of Labor and Industry, the company provides code services to more than five dozen municipalities and provides code review to design professionals. The department also provides code compliance reviews of existing buildings. Other services include: Zoning Officer; Rental Inspections; Property Maintenance and Quality of Life Inspections.

Founded in 1977, the company has grown throughout eastern Pennsylvania — having eight offices and over 165 associates. In addition to code inspection & plan review, our services include the following: civil land development; survey; environmental consulting; structural engineering; municipal; geotechnical, construction inspections & materials testing; forensic building investigation; mechanical/electrical/plumbing engineering & fire protection; project management & construction services; traffic planning; water & wastewater; grantsmanship; and landscape architecture.

In 1998, the company instituted an Employee Stock Ownership Plan (ESOP). We believe that employee ownership is a catalyst in providing an extra measure of client-centered service. From 2013 to 2019, Isett was selected as one of **The Morning Call Top Workplaces**. The Top Workplaces are determined based solely on employee feedback through a survey conducted by The Morning Call and WorkplaceDynamics. In 2015, Isett was accorded the **Societas Award for Responsible Corporate Conduct**, presented by the Forum for Ethics in the Workplace. The annual award celebrates a company in eastern Pennsylvania that demonstrates responsible corporate conduct in terms of legal compliance, corporate and individual accountability, commitment to stakeholders and social responsibility. In 2016, our firm was recognized as **Corporate Citizen of the Year** by Lehigh Valley Business; we were awarded **Business of the Year** in 2017.

Both our firm and founder have been honored by peers and professional organizations for our contributions to our profession, but our greatest satisfaction comes from the ongoing relationships we have developed with clients in many different fields: private industry; residential and commercial real estate; federal and state agencies; municipalities; healthcare providers; educational institutions...the list goes on.

It would be our pleasure to help your municipality.



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF LABOR AND INDUSTRY



THIRD PARTY AGENCY CERTIFICATION

The following agency is hereby certified to act as a construction code official pursuant to the Pennsylvania Construction Code Act, #245 of 1999.

Barry Isett & Associates, Inc.

ALSO SEE

September 31, 2018

Department of Labor and Industry
1010 - 1000 Commonwealth Blvd.
Harrisburg, PA 17122
(717) 775-2000



Christine E. Delaney
CHIEF OF BUREAU OF CONSTRUCTION

- THIS CERTIFICATION IS NOT TRANSFERABLE -

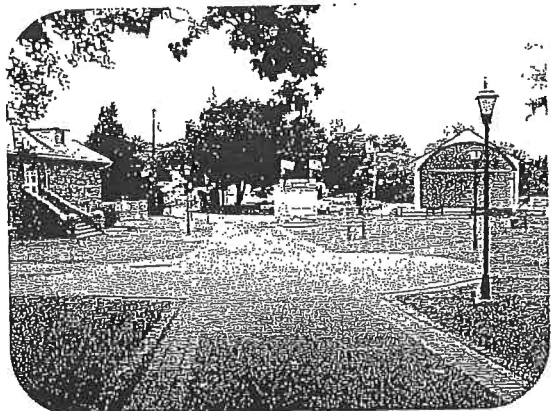
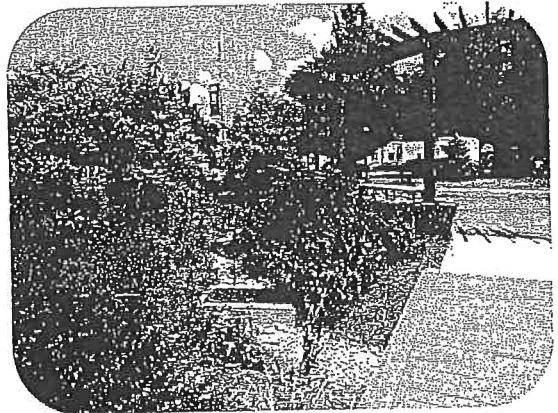
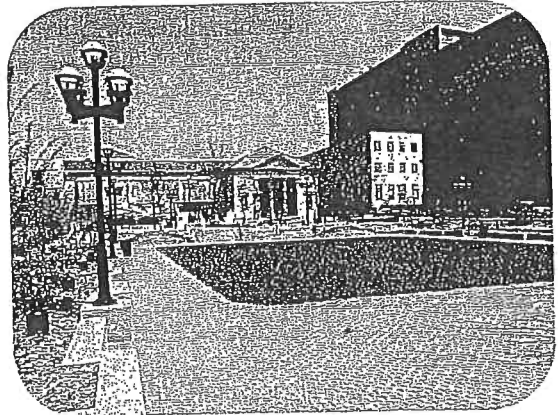


SOCIETAS AWARD
FOR RESPONSIBLE CORPORATE CONDUCT

Introduction to Barry Isett & Associates, Inc.

The professional staff of Barry Isett & Associates, Inc. has the experience and capability to provide the general engineering and other related services that municipalities require.

- General Consulting to Municipalities
- Municipal Mapping
- Flood Control Studies
- Plan Review and Code Enforcement Support
- Park and Recreation Planning and Design
- Geological Services
- Land Development/Subdivision Review
- Sewage Enforcement Support
- Forensic Engineering
- Water and Sewer Design/Planning
- Utility Design
- Boundary/Topographic Surveying
- Municipal Street Design/Reconstruction
- GPS Surveys
- Traffic Impact and Circulation Studies
- Mechanical Engineering
- NPDES Stormwater Permits
- Electrical Engineering
- MS4 Inspection and Reporting
- GIS Development
- Structural Engineering
- Landscape Design
- Expert Witness for Planning and Zoning Assistance
- Culvert Design
- Grant Research, Application and Administration
- Streetscape Design
- Environmental Engineering
- Construction Services
- Traffic Signal Design
- Zoning Services



Municipal Engineering Services



MATTHEW C. WALTER, MCP, CFM

Department Head, Code Services

✉ mwalter@barryisett.com

☎ 484.866.4879

EDUCATION

Associate of Applied Science and Technology –
Fire Protection, Thomas Edison State College, NJ

PROFESSIONAL REGISTRATION

Master Code Professional
PA UCC Certification #000324

ASFPM Certified Floodplain Manager
Certification #US-17-09616

ICC/PA UCC Certifications

Residential Building Inspector
Residential Mechanical Inspector
Residential Electrical Inspector
Residential Plumbing Inspector
Residential Energy Inspector
Building Inspector
Mechanical Inspector
Electrical Inspector
Plumbing Inspector
Energy Inspector
Fire Inspector I and Fire Inspector II
Accessibility Inspector/Plans Examiner
Property Maintenance and Housing Inspector
Building Plans Examiner
Mechanical Plans Examiner
Electrical Plans Examiner
Plumbing Plans Examiner
Commercial Energy Plans Examiner
Fire Protection Plans Examiner
Pennsylvania Building Code Official
Certified Building Official
Master Code Professional

INTRODUCTION

Mr. Walter's career focus has been upon code enforcement. He was the Construction Codes Superintendent for the City of Allentown from 2002 to 2004, where he was responsible for transitioning Allentown from its previous code to Pennsylvania's Uniform Construction Code (PA UCC) and overseeing and coordinating the activities of a staff of inspectors, plans examiners and permit technicians. He developed a department budget and streamlined the construction permitting process. He served as the liaison between the code department and the public, consulting with permit applicants on code requirements and working with project owners to help them meet compliance.

Before joining the city, he had been a five-year veteran of the Construction Services Department of Barry Isett & Associates, Inc., a position he returned to in the spring of 2004. Isett's Code Services Department was soon developed under his leadership. He now oversees a staff of 27 who assist him in providing code services to more than four dozen municipalities. He also coordinates Isett's services in providing certified third party plan reviews and inspections for various municipalities, including the Cities of Easton, Bethlehem, Allentown and Lancaster. Additionally, Mr. Walter and his staff conduct code consultation and reviews for design and construction firms. Mr. Walter is a company shareholder and serves on the corporate board of directors.

During his original tenure with Isett, Mr. Walter served as the Code Enforcement Officer and Plans Examiner for two Chester County municipalities. For seven months, he was the full-time, interim Zoning Officer for West Whiteland Township.

Earlier in his career, he served as the Zoning and Code Enforcement Officer of the Borough of Pennsburg in Montgomery County, Pennsylvania. He also held the position of Fire Marshal concurrently in two Montgomery County municipalities — Green Lane Borough and Marlborough Township — where he was responsible for the plan review and fire inspections of commercial properties and conducted investigations into the cause of all fires within his jurisdiction.

PROFESSIONAL AFFILIATIONS

Fire Chief, Green Lane Volunteer Fire Company, Retired

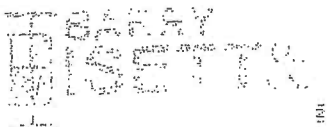
Fire Marshal, Green Lane Borough and Marlborough Township, Retired

Construction Management Advisory Committee, Northampton Community College

Association of State Floodplain Managers, Inc.

PA Building Officials Conference (PENNBOC)

Adjunct Professor, Northampton Community College





KATHRYN FORRY, MCP, BCO

Operations Manager – Wyoming Valley Code Services

✉ kforry@barryisett.com

☎ 570.497.8336

PROFESSIONAL REGISTRATION

Master Code Professional
PA UCC Certification #001129

ICC/PA UCC Certifications

Residential Building Inspector I
Residential Mechanical Inspector
Residential Electrical Inspector
Residential Plumbing Inspector
Residential Energy Inspector
Building Inspector
Mechanical Inspector
Electrical Inspector
Plumbing Inspector
Energy Inspector
Accessibility Inspector/Plans Examiner
Building Plans Examiner
Mechanical Plans Examiner
Plumbing Plans Examiner
Commercial Energy Plans Examiner
Pennsylvania Building Code Official
Property Maintenance & Housing Inspector
Certified Building Official

INTRODUCTION

Ms. Forry has been a vital part of the code enforcement team at Barry Isett & Associates, Inc. since October of 2011. She currently assists with Pennsylvania Uniform Construction Code (PA UCC) inspections and plan reviews for the boroughs of Lehigh, Nesquehoning, Stroudsburg, Tamaqua and Jim Thorpe, and Penn Forest Township. She is responsible for property code inspection services for the City of Scranton's OECD Homebuyer Program and Housing Rehabilitation Program. She is also an Isett company shareholder.

From 2004 to 2011, Ms. Forry worked as a PA UCC inspector and plans examiner in various municipalities throughout the counties of Monroe, Pike, Wayne and Lackawanna.

Earlier in her career, Ms. Forry worked for a third party agency where she inspected factory-built housing to ensure that the work was done in compliance with state codes, as well as federal regulations and codes. She also worked as a multi-family project coordinator where she coordinated the ordering, construction, shipping and delivery of modular homes.

EDUCATION

Architectural Drafting, 1989, Lincoln Technical Institute

PROFESSIONAL AFFILIATIONS

Board of Directors, Pennsylvania Association of Building Code Officials (PABCO)

PA Building Officials Conference (PENNBOC)

International Association of Electrical Inspectors (IAEI)

HONORS

Appointed by Governor Rendell to serve on the PA UCC Review and Advisory Council from 2008 to 2012



RICK L. HARMON, MCP, CFM

Operations Manager – Hazleton Code Services

✉ rharmon@barryisett.com

☎ 570.497.8337

PROFESSIONAL REGISTRATION

Master Code Professional
PA UCC Certification #004245

ICC/PA UCC Certifications

Residential Building Inspector
Fire Inspector I
Residential Mechanical Inspector
Accessibility Inspector/Plans Examiner
Residential Electrical Inspector
Building Plans Examiner
Residential Plumbing Inspector
Mechanical Plans Examiner
Residential Energy Inspector
Electrical Plans Examiner
Building Inspector
Plumbing Plans Examiner
Mechanical Inspector
Commercial Energy Plans Examiner
Electrical Inspector
Pennsylvania Building Code Official
Plumbing Inspector
Certified Building Official
Energy Inspector
ACI Certified Concrete Technician
Fire Protection Plans Examiner
ASFPM Certified Floodplain Manager

INTRODUCTION

Mr. Harmon, a company shareholder, joined Barry Isett & Associates, Inc. in 2009. Previously, he worked for Peters Consulting where he served as a construction and bridge inspector, and provided inspections stipulated under the Pennsylvania Uniform Construction Code (PA UCC). Mr. Harmon is a certified floodplain manager, an accreditation recognized by the Federal Emergency Management Agency (FEMA) for professionals with particular knowledge of flood hazard mitigation; flood preparedness; flood warning and recovery; and regulations dealing with floodplain management. In the aftermath of Hurricane Irene and Tropical Storms Lee and Sandy, he conducted flood damage evaluations for Luzerne County, FEMA and the Pennsylvania Emergency Management Agency. He serves as the Floodplain Manager for the Town of Bloomsburg.

In addition to conducting PA UCC inspections for various northeastern Pennsylvania municipalities served by Isett, Mr. Harmon can also provide health and safety inspections, rental inspections, quality of life/town beautification inspections and labor and industry review.

EDUCATION

Pennsylvania Construction Codes Academy

CHI Institute of Technology

United States Air Force Management School

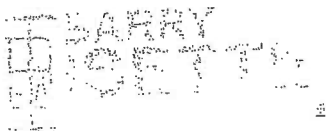
PROFESSIONAL AFFILIATIONS

International Association of Certified Home Inspectors

ASFPM Certified Floodplain Manager

GREEN Construction Inspector/Plan Reviewer

Fire Marshall





JOHN DECUSATIS, SEO, BCO

Project Administrator, Code Services

INTRODUCTION

John DeCusatis, SEO, BCO, joined the Code Services Department in 2016, bringing experience in real estate development, municipal administration and engineering. He served as the Planning Administrator/Commercial Zoning and Codes Officer and Alternate Sewage Enforcement Officer for Stroud Township, Monroe County, for several years and currently chairs the Stroud Township Sewer Authority. He is experienced in interpreting zoning ordinances; reviewing and examining zoning applications; and reviewing land development and subdivision submissions prior to their review of municipal planning commissions.


Prior to his work with Stroud Township, he had been with the Pennsylvania American Water Company in Bushkill. Earlier in his career, he operated DeCusatis Environmental Design, Inc., which specialized in providing Sewage Enforcement Official services. For two years, he was a sales associate with Legend Properties, a full-service commercial real estate and brokerage firm. Other experience includes employment with Niclaus Engineering and Landmark Engineering.

At Barry Isett & Associates, Inc., he provides zoning services for Penn Forest Township and Pen Argyl Borough and oversees zoning for Wind Gap Borough. He is also available to assist with Sewage Enforcement Official services.

EDUCATION

B.S., Environmental Studies, 2000, East Stroudsburg University, East Stroudsburg, PA

 jdecusatis@barryisett.com

 570.285.8179

PROFESSIONAL REGISTRATION

Sewage Enforcement Officer
PA Certification #03435

Building Code Official
PA UCC Certification #005498

PROFESSIONAL SOCIETIES

Stroud Township Sewer Authority,
Chairman

Monroe County Economic
Development Small Business and
Entrepreneurship Task Force, 2015
to present

BARRY
ISETT
INC.



Gregg Pavlick
VP, Northeast PA Region
Executive-in-Charge

Barry Isett & Associates, Inc.
Matthew C. Walter, MCP, CFM
Department Head,
Code Services

Kathryn Forry, MCP, BCO
Operations Manager,
Wyoming Valley Office,
Code Services

Rick L. Harmon, MCP, CFM
Operations Manager,
Hazleton Office,
Code Services

John DeCusatis, SEO, BCO
Project Administrator,
Wyoming Valley Office,
Code Services



After reviewing the Request for Qualifications, and based on Isett staff's extensive experience in municipal licensing and permitting, including reviews of said services, our proposed **Work Plan** would generally follow the below outline.

- a. Our proposed services assessment likely begins by asking anonymous permit/license questions of city staff and submitting permit applications to see the responses and results firsthand. The Isett project team will observe Licenses and Permits Department operations, and interview staff members and shadow them during their daily routine. Surveys of end-users will help our associates understand common complaints and issues. A quarterly audit of code inspectors under our management is likely required for quality assurance. One consideration for achieving higher customer service satisfaction ratings are additional surveys of contractors/applicants as well as other city officials to determine their satisfaction with the permitting processes.
- b. Coordination with city staff will rely heavily on cooperation and collaboration. The project team would likely take a phased approach to include observations, interviews, surveys and shadowing. These would occur at different times of the day and at various points across weeks and months. This approach provides for a large sample and a most comprehensive understanding of department operations to include strengths, weaknesses, needs and other variables.
- c. Reviews of ordinances and permit fee schedules will likely be performed at Isett offices, including the nearest in Wilkes-Barre, with access to resources at seven other locations in eastern and central Pennsylvania.
- d. On this project, Isett will not only employ the expertise of its Code Department, but also draw on decades of experience with dozens of municipalities across its large service area. An overview of the wide range of municipal services that our company offers is available elsewhere in this proposal.
- e. As outlined in the organization chart and resumes elsewhere in this proposal, Isett associates Matthew Walter, John DeCusatis, Rick Harmon and Kathryn Forry would comprise the team and offer sufficient staffing levels to successfully complete the proposed work and any recommended departmental restructuring.



After reviewing the Request for Qualifications, and based on Isett staff's extensive experience in municipal licensing and permitting, including reviews of said services, our proposed **Approach** would generally follow the below outline.

- a. Based on our diverse background and familiarity with the various departments of municipal government, Isett will look to integrate with staff, department management and administration to understand the operations of the City of Scranton. We will look to observe current operations, staff functions and customer service and make recommendations to city operations, to help formulate a plan to implement the streamlined practices we have developed as a company. The Isett team will also work to implement standard operating procedures in each department. The observations will include day-to-day administrative practices; interactions with staff and the public; and procedures for issuing permits, scheduling and documenting inspections, investigating complaints and close-out. Our associates will observe Code Department staff in ride-alongs and coordinate permit activity with other city departments. We will also review ordinances and fee schedules as they relate to the Code Department.
- b. Isett was previously retained for, and successfully completed, a similar licenses and permits department review assignment for the Town of Bloomsburg. In addition, Isett often consults with municipalities to align proper procedures and practices to provide excellent customer service and streamline code office procedures for efficient operation and to ensure compliance with ordinances and the Pennsylvania Municipalities Planning Code. Working with all parties involved, including applicants in the Licenses and Permits Department, our project team will review zoning ordinances, rental unit and property maintenance policies, building codes, accounting, budgeting, fee schedule, staffing needs and more. Isett will observe, integrate with and work alongside the staff to analyze and strengthen these services. Our team will provide a monthly written status report and a final report at the end of the observation period that will summarize our observations and comment on the existing staffing levels, staff certifications and training policies, use of information technology to improve services, and the effectiveness of the legally adopted ordinances and fee schedule. Ultimately, the Isett team will deliver recommendations to improve the overall efficiency of the department.



Ms. Lauren Martz
Town of Bloomsburg
 301 East Second Street
 Bloomsburg, PA 17815-1870
 570.784.7123, ext. 125
 lmartz@bloomsburgpa.org

Our team worked with Ms. Martz to review the town's zoning ordinances, rental unit and property maintenance policies, building codes, accounting, budgeting, fee schedule, staffing needs and more. Our associates also collaborated with the staff to fine-tune procedures and strengthen the affected departments for the benefit of the town, its citizens and applicants.

Ms. Nicole Beckett
Lehighton Borough
 1 Constitution Avenue
 Lehighton, PA 18235
 610.377.4002, ext. 214
 nbeckett@lehightonborough.com

The borough hired Isett as zoning/code official, and our associates found the outgoing code official did not maintain formal processes or standard forms. They engineered a full overhaul of the department, in part by reorganizing the filing system; creating new permit applications; and implementing procedures, fees and a system for processing applications.

References

ATTACHMENTS
DATA SUBMISSION DOCUMENTS

Attachment A. Affirmative Action Certification

During the term of this contract, Bidder agrees as follows:

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it; such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's noncompliance with

affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess
- (8) documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (9) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (10) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (11) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

7/20/19

DATE:

NAME OF PROPOSER: Barry Isett & Associates, Inc.

BY: Matthew C. Walter Matthew C. Walter, MCP, CFM

TITLE: Department Head, Code Services

Attachment B. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal subcontractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001

DATE: 7/20/19

NAME OF PROPOSER: Barry Isett & Associates, Inc.

BY: *Matthew C. Walter* Matthew C. Walter, MCP, CFM

TITLE: Department Head, Code Services

Attachment C:
Non-Collusion Affidavit of Prime Bidder

STATE OF Pennsylvania
COUNTY OF Lehigh
Kevin T. Campbell
being first duly sworn, deposes and says that:
1. He is President, CEO

(Owner, partner, officer, representative or agent)

of Barry Isett & Associates, Inc., the Bidder that has submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed _____

President, CEO, Barry Isett & Associates, Inc.

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____

19th

DAY OF _____

July

, 20 19

Michele Campbell
Notary Public
(TITLE)

MY COMMISSION EXPIRES _____

8, 2020

September

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
MICHELE CAMPBELL
Notary Public
FORKS TWP, NORTHAMPTON COUNTY
My Commission Expires Sep 8, 2020

Attachment D. Disclosures by Firm or Contractor

1. Included in the proposal shall be a provision for the names and titles of all individuals providing professional services to the City of Scranton. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
 - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton, their position, and dates of employment or public service. None
2. Within the past five years, has the firm or contractor made a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. No .
3. Does the firm or contractor have a direct financial, commercial, or business relationships with any municipal official or employee of the City of Scranton. With regard to every municipal official for which the answer is yes, identify that individual and provide a summary description of that relationship. No .
4. Within the past five years, has the firm or contractor conferred any gift of more than nominal value to any municipal official or employee of the City of Scranton within their capacity as a municipal official or employee of the City? A gift includes money, services, loans, travel, and entertainment, at value or discounted value. No .
5. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the firm or contractor and officials or employees of the City of Scranton. If yes, please provide a summary written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist. No .
6. Omission of any responses required in questions one through five may result in the disqualification of the proposal.

VERIFICATION

I, Gregg Pavlick
Barry Isett & Associates, Inc. hereby state that I am (title) Vice President,
Northeast PA Region for,
 and am authorized to make this verification.

Signature: Gregg Pavlick



1170 Highway 315, Suite 3, Wilkes-Barre, PA 18702

570.285.8200 570.285.8201

barryisett.com

July 30, 2019

Mr. David M. Bulzoni
Business Administrator
City of Scranton
City Hall
340 North Washington Avenue
Scranton, PA 18504

Dear Mr. Bulzoni:

RE: LICENSES AND PERMITS DEPARTMENT SERVICES ASSESSMENT

City of Scranton, Lackawanna County, Pennsylvania
Proposal to Provide Professional Services and Advice

Barry Isett & Associates, Inc. is pleased to present a cost estimate for services to successfully complete this project, as requested in your July 24, 2019, email to Matthew C. Walter, MCP, CFM, head of our Code Services Department.

After thoroughly reviewing the City of Scranton's needs – as outlined in the Request for Qualifications and other resources, and considering our extensive experience with similar projects in other municipalities – our Code Services team is prepared to provide the following:

Project Administrator, \$95 per hour, 12 hours per week
Administrative Assistant, \$62.50 per hour, 6 hours per week

The Project Administrator for the City of Scranton will be John DeCusatis, BCO, SEO. Please see our initial response to the RFQ for this project for a summary of Mr. DeCusatis' experience and qualifications.

The proposed 12 hours per week for Mr. DeCusatis constitutes the amount of in-house work that our Code Services team believes will be required to complete the assessment. This estimate is based on past experiences with similar reviews in other municipalities, as outlined in our initial RFQ response and in further detail below. Please note that our team is willing to accept any addition to or reduction in our proposed hours, depending on Scranton officials' determination of the actual needs of city government.

As stated in our RFQ response, Isett's experience includes successfully completing similar assessments of licenses and permits departments in other eastern and central Pennsylvania municipalities, such as the Town of Bloomsburg and Lehighton Borough.

Also, the City of Hazleton commissioned our Code Services experts in 2010 to review licensing and permitting processes and recommend changes for better and more efficient service. Isett was eventually called upon to help oversee the department as it implemented the new procedures.

While the RFQ for this project indicates a timeline that extends to July 31, 2021, our Code Services team understands this to be only a suggested end date and is prepared to complete its work in advance of this deadline, if the city so chooses.

Again, we appreciate the opportunity to submit this cost estimate and look forward to partnering with the City of Scranton to ensure a successful project – not only for the Licenses and Permits Department and its employees, but for residents and others who rely on this critical city service.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregg Pavlick". The signature is fluid and cursive, with the first name "Gregg" and last name "Pavlick" clearly distinguishable.

Gregg Pavlick
Vice President, NEPA Region

**DEPARTMENT OF LAW**

CITY HALL • 340 NORTH WASHINGTON AVENUE • SCRANTON, PENNSYLVANIA 18503 • PHONE: 570-348-4105 • FAX: 570-348-4263

September 27, 2019

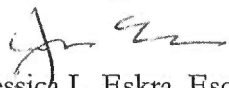
To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED
SEP 30 2019
OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE AND ENTER INTO A
CONTRACT WITH BARRY ISETT & ASSOCIATES, INC. FOR THE CITY OF
SCRANTON LICENSES AND PERMITS DEPARTMENT SERVICE ASSESSMENT.

Respectfully,


Jessica L. Eskra, Esquire
City Solicitor

JLE/sl